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BANGALORE METRO RAIL CORPORATION LIMITED

TENDER DOCUMENT

FOR

PROVIDING CONSULTANCY SERVICES FOR SIGNAGE IMPROVEMENTS AT NADAPRABHU KEMPEGOWDA METRO STATION

RFP NO.....

VOLUME-1

QUALIFICATION CUM TECHNICAL PACKAGE

MARCH – 2025

BANGALORE METRO RAIL CORPORATION LIMITED
III Floor, BMTC Complex,
K.H. Road, Shanthinagar,
Bangalore – 560 027.
KARNATAKA
INDIA

BANGALORE METRO RAIL CORPORATION LIMITED

PROVIDING CONSULTANCY SERVICE FOR SIGNAGE IMPROVEMENTS AT NADAPRABHU KEMPEGOWDA METRO STATION

RFP No.

VOLUME-1

QUALIFICATION CUM TECHNICAL PACKAGE

SECTION – I

NOTICE INVITING TENDER (NIT)

BANGALORE METRO RAIL CORPORATION LIMITED
III Floor, BMTC Complex, K.H. Road, Shanthinagar,
Bangalore – 560 027
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INDIA

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Bangaluru-560 027

SECTION – I : (A)

NOTICE INVITING TENDER

No. ..... Date:00.00.20....

1. **Notice Inviting Tender (NIT)**
BMRCL invites proposals (hereinafter referred as the 'Proposal(s)') exclusively from the Service Provider /Consultancy firm involved in "Design of Signages" for entering into a contract for the delivery of Services (hereinafter referred to as 'the Services').This Tender document, reference number, Tender (hereinafter referred to as 'the Tender Document'), gives further details.

2. **REGISTRATION**:
   a) Tenders required to enroll on the Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in/) by clicking on the link "Tenderers Registration" on the Karnataka Public Procurement Portal and by paying requisite registration fee.
   b) As part of the enrolment process, the Tenderers will be required to choose a unique user name to assign a password for their accounts.
   c) Tenderers are advised to register their valid email addresses and mobile numbers as part of the registration process. These would be used for any communication with the Tenderer.
   d) Upon enrolment, the Tenderers will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India.
   e) Only one (01) valid DSC should be registered by a Tenderer. Please note that the Tenderers are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
   f) Tenderers should then login to the website through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
   g) The scanned copies of all original documents (as required) should be uploaded on portal in PDF/JPG format.
   h) For any query regarding e-Procurement on the Karnataka Public Procurement Portal, contact helpdesk number: +91-8046010000, +91-8068948777, and Email ID: support@eprochelpdesk.com.

3. Tender Documents consists of 2 **packages:**

Volume – 1:'Qualification cum Technical' Package

- **Section –I: (A) Notice Invit**ing Tender
  (B) Key Details
- Section –II: Instructions to Tenderers
- Sec**tion –I**II: Eligibility and Qualification Criteria (including Annexures)
- Section –IV: General Conditions of Contract (GCC)
- Section –V: Special Conditions of Contract (SCC)
- Section –VI: Appendices
  - Appendix A - Scope of Work
  - Appendix B – Standard Proforma
  - Appendix C – Form of Tender ('Qualification cum Technical' Package)
  - Appendix D – Not Used

Volume – 2: Financial Package

- Appendix E - Financial Package
- Appendix E1 - Form of Tender (Financial Package)
- Appendix E2 – Contract Price
- Appendix E3 – Schedule of Payment

4. Tenders must be accompanied by **Tender Security / Earnest Money Deposit** as specified in ITT clause 5.2, drawn in favour of "Bangalore Metro Rail Corporation Ltd". Tender Security/Tender Guarantee will have to be paid in full amount through online payment in e-Procurement Portal (or) submit in any one of the form of **Electronic Bank Guarantee (e-BG) or Bank Guarantee**, payable & extendable at a designated branch in Bengaluru and shall have to be valid for 45 days beyond the validity of the Tender (i.e. 165 days from the date of submission of Tender).
5. Tenders must be submitted electronically through Karnataka Public Procurement Portal / e-Procurement Portal (https://kppp.karnataka.gov.in/) before the last date & time prescribed in the e-Procurement portal using a valid DSC (Digital Signature Certificate).

   All Tenderers are requested to note that the originals of those documents, as listed under ITT clause 6.7, should be submitted in hardcopy by 'Speed post' or 'in person' at BMRCL office within **5 days** from the last date of Tender submission. Tender submission without such submission of original documents shall be liable for rejection.
6. Tenders cannot be submitted online after stipulated time of submission of Tender.
7. Tenders shall be valid for a period of **120 days** from the latest date of submission of Tenders.
8. 'Qualification cum Technical Package' will be opened as per the latest specified time and date published in the e-Procurement portal.

   The Financial Packages of technically qualified Tenderers will be opened at a date and time advised by BMRCL through e-Procurement Portal.
9. The Tenderer shall provide credentials in support of their eligibility, qualifying criteria, technical capability, financial strength/support and past work experience by supporting documents / client certificates / CA's audit reports.
10. The Employer requires that Tenderers and Contractors observe highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, The Employer;

    (a) will reject the Tender for the Work or rescind the Contract, if the Employer determines that the Tenderer / Contractor has engaged in corrupt or fraudulent practices.

    (b) will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if the Employer, at any time, determines that the Tenderer or the Contractor has engaged in 'Corrupt' or 'Fraudulent' practices in competing for, or in executing, the Contract.
11. All Tenderers are hereby cautioned that Tenders shall be submitted without any deviation, alteration or modification. Tenders containing any deviation from contractual terms and conditions, specifications and other requirements shall be considered as non-responsive and shall be liable for rejection.

12. BMRCL reserves the right to accept or reject any or all Tenders in 'Part 'or 'Full' without assigning any reason. No Tenderer shall have any cause of action or claim against BMRCL for rejection of his Tender.

13. Registered Tenderers with e-token are advised to frequently check the e-Procurement portal for any amendments like Addendum / Corrigendum.

14. BMRCL will not be held responsible for consequential damages/losses due to lack /interruption of power supply & internet, low speed of internet, System problems, loss of electronic information/data etc.

15. For further clarifications/details, contact : The Deputy General Manager (CSW-L1), O&M wing, Admin Building, Baiyappanahalli Depot, BMRCL on +91 9481964452, Fax-+91 080-25191114, E-mail: dyce_ambarish@bmrc.co.in

For any query regarding e-Procurement portal/ Tender submission, please contact helpdesk at+91-80-46010000, +91-80-68948777, Email: support@eprochelpdesk.com.

General Manager (Civil-1)
Bangalore Metro Rail Corporation Limited

SECTION – I:(B) KEY DETAILS

Tender No: BMRCL/……/……/WORK_INDENT……

Description of Work: Providing Consultancy Service for Signage Improvements at Nadaprabhu Kempegowda Metro Station.

(File no. C-46576)

Sl.No.	Description	
1.	Estimated Value of Work	INR **22,00,000 /-** (Indian Rupees Twenty Two Lakh only)
2.	**Earnest Money Deposit / Tender Security**	**Rs. 50,000** /- (Indian Rupees Fifty Thousand only)
3.	Completion period of Works	4 Months
4.	Download of Tender documents	Tender documents to be downloaded from Karnataka Public Procurement Portal (e-Procurement Portal: https://kppp.karnataka.gov.in/) from ……
5.	Last Date of Seeking Clarification	As per Date and Time specified in e-Procurement Portal.
6.	Pre-bid meeting	As per Date and Time specified in e-Procurement Portal.
7.	Date and Time of submission of Tender	As per Date and Time specified in e-Procurement Portal.
8.	Date and Time of opening of Tender (Qualification cum Technical Package)	As per Date and Time specified in e-Procurement Portal.
9.	Date and Time of opening of Tender (Financial Package)	will be intimated to the Qualified Tenderers through e-Procurement Portal. Tenderers to trace the same.
10.	Place of Opening of Tenders(Qualification Cum Technical Package & Financial Package)	The opening of the Qualification Cum Technical Package and Financial package shall take place online through e-Procurement Portal.
11.	Address for communication	Deputy General Manager (CSW –L1) Bangalore Metro Rail Corporation Ltd., Admin Building , Baiyappanahalli Depot Bengaluru, PIN: …….., Karnataka, India. Ph No: +91 9481964452 Fax No: 080-25191114 Email: dyce_ambarish@bmrc.co.in

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BANGALORE METRO RAIL CORPORATION LIMITED

PROVIDING CONSULTANCY SERVICE FOR SIGNAGE IMPROVEMENTS AT NADAPRABHU KEMPEGOWDA METRO STATION

RFP No

VOLUME-1

QUALIFICATION CUM TECHNICAL PACKAGE

SECTION – II

INSTRUCTIONS TO TENDERERS (ITT)

BANGALORE METRO RAIL CORPORATION LIMITED
III Floor, BMTC Complex, K.H. Road, Shanthinagar,
Bangalore – 560 027
KARNATAKA
INDIA

B.M.R.C.L
O&M

BANGALORE METRO RAIL CORPORATION LIMITED

SECTION - II

INSTRUCTIONS TO TENDERER

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SECTION - II

INSTRUCTIONS TO TENDERERS

1 INTRODUCTION

1.1. Bangalore Metro Rail Corporation Ltd (BMRCL) is the Special Purpose Vehicle (SPV) of the Government of Karnataka and Government of India implementing Bangalore Metro Rail Project.

Bangalore Metro Rail Corporation Limited (BMRCL) invites Tenders for "Providing Services for "**Consultancy Service for Signage Improvements at Nadaprabhu Kempegowda Metro Station**"

1.2. The tenders are to be submitted in 2 packages viz "Qualification cum Technical Package - Volume1" & "Financial Package - Volume 2" in accordance to ITT clause 6.

1.3. Project comprises of Reach; the East- West (E-W) Corridor, . Details of Project is as below:

Sl. No.	Reach/Section	Corridor	Number of Stations
1	Nada Prabhu Kempe Gowda Metro Station	East-West	1
Total			**1**

1.4. Scope of work comprises of :-

a. Study of existing Signages and suggest improvements
b. Preparation of Drawings at Various Level showing the positions of signages. and
c. Preparation of Tender documents and providing Bill of Quantities.

The scope of work is further elaborated in Appendix-A of Section-VI.

1.5. Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka or BMRCL.

1.5.1 Tenders from Joint ventures are not acceptable.

The Tenderer should not have been blacklisted / debarred by any Government / Government undertaking / semi Government / Govt. Controlled Institutions/projects in India, during last five (5) years. Also the Tenderer should not have rescinded the Works after award of the Contract during last five (5) years. The Tenderer shall provide an Undertaking as provided at Annexure-10.

***Note**: Last five (5) years shall be counted from 28 days prior to the date of submission of the Tender.*

Only firm/s that/those is/are registered or incorporated in India is/are eligible to participate.

and

1.5.2 Any Tenderer from a country, which shares a land border with India and to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not engaged in development projects, will be eligible to bid in this Tender, only if the Tenderer is registered with the "Competent Authority", as defined in ITT clause 10.

1.5.3 Only 'Class-I Local Tenderers' shall be eligible to bid.

1.5.4 The Tenderer will be required to confirm and declare in the Tender submittal that no agent,

middle man or any intermediary has been, or will be, engaged to provide any services, or any other items of work relating to the award and performance of this Contract. They will have to further confirm and declare in the submittal that no agency commission or any payment that may be construed as an agency commission has been, or will be paid and that tender price will not include any such amount. The Tenderer shall provide an undertaking as per Annexure-8.

1.8 Tenderer must read carefully the directions regarding the "Eligibility and Qualification criteria" given in Section-III of the Tender Document and furnish the required documents accordingly.

1.9 The Tenderer shall submit his tender without any modifications, alterations or deviations. The Tender containing any deviation from contractual terms and conditions, specifications and other requirements shall be considered as non-responsive and shall be liable for rejection. The Tenderer shall provide an undertaking as per Annexure-11.

1.10 BMRCL expects Tenderers to provide professional service and at all times hold the BMRCL's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

1.11 Eligible Source Countries for Services and its related Works etc.

1) Unless otherwise stipulated in ITT, BMRCL reserves its right to grant preferences to specified categories of Service Providers under various Government Policies/ Directives.

2) As detailed in the Tender process, Government policies restrict the participation of entities from i) Countries sharing land borders with India and ii) Countries that may restrict participation from Bidders from India. They should ensure that they continue to be free from such restrictions

1.11.1 Preference to the 'Local Tenderer' who meets the 90% or above 'local content' shall be given.

Further the 'Local Tenderer' shall provide;

i) Self-certification that the services offered meets the minimum 'local content' as per Annexure-14.

ii) provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of Tenderers other than companies) giving the percentage of local content, along with tender submittals.

1.11.2 Tenderer is advised to note:

a) that the declaration regarding Local Content and its correctness shall be the sole responsibility of the Tenderer/Contractor. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules-2017 for which a Tenderer or its successors can be debarred for a period of up to two (2) years as per Rule 151 (iii) of the General Financial Rules-2017, apart from taking such other actions as may be permissible under law.

b) the contents of Government of India Order No. P-45021/2/2017-PP (BE-II)-Part (4) Vol.II dated 19.07.2024, issued by the 'Department for Promotion of Industry and Internal Trade' under the Ministry of Commerce and Industry regarding Public Procurement (Preference to Make in India), with all its latest amendments as on the date of 'Notice

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Inviting Tender' for further clarification.

c) that the 'Local Content' is provided in this Tender as per the orders issued by respective Nodal Ministries as per Clause 14 of PP(PMI) Order dated 19.07.2024 and Ministry of Housing and Urban Affairs letter No K-14011/08/2017/MRTS-Coord. Dated 14.10.2020.

d) the contents of Government of India Office Memorandum No. P-45021/102/2019-BE-II-Part (1) (E-50310) dated 04.03.2021 issued by the 'Department of Promotion of Industry and Internal Trade' under the Ministry of Commerce and Industry, regarding clarification on local content.

e) In case DPIIT's order no. P-45021/2/2017-PP(BE-II) dated 16th September, 2020 is referred in this tender document, the same is superseded by this Order No. P-45021/2/2017-PP (BE-II)-Part (4) Vol.II dated 19.07.2024.

2 CLARIFICATION AND AMENDMENT OF TENDER DOCUMENTS

2.1 Tenderers shall carefully examine the Tender documents and fully understand the conditions and matters which may affect the work or the cost thereof. In case the Tenderer finds any discrepancies or omission from the specification or other documents, or in doubt as to their meaning, the Tenderer shall at once address query(ies) online through Karnataka Public Procurement Portal (e-Procurement portal).

2.2 The Employer will offer clarification to such queries received through e-Procurement portal up to the date specified therein.

Any such queries with details of clarification sought, will be uploaded in the e-Procurement portal (https://eproc.karnataka.gov.in) without disclosing the identity of the Tenderer seeking clarification. No separate future communication in this regard will be entertained.

2.1 While all efforts have been made to make the Tender document error free, the Tenderer is advised to check the same carefully and may seek clarification(s) if any within the scheduled period only. No claims on account of any error(s), detected in the tender document, shall be entertained.

2.2 **Pre-bid meeting:**

2.2.1 The Tenderer or his authorized representative is invited to attend a Pre-bid meeting held at the Place, date and time indicated in 'Key Details' (Section-I) / e-procurement portal.

2.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage to enable the Tenderers to submit Tenders without conditions.

2.2.3 The Tenderer is requested to submit any questions online through Karnataka Public Procurement Portal (e-Procurement portal) only , In terms of ITT 2.1

2.2.4 Non-attendance at the Pre-bid meeting will not be a cause for disqualification of a Tenderer.

3 LANGUAGE OF TENDER

3.1 The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged between the Tenderer and the Employer, shall be in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translated version in English shall govern.

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4 PREPARATION OF TENDERS

4.1 In preparing the Tender Proposal, Tenderers are expected to examine the documents comprising this Tender in detail. Material deficiencies in providing the information requested may result in rejection of a Tender. The required information to be given by the Tenderer should be given in the prescribed standard forms only. The Annexure, if any, should be to the point, brief, with Clause number and page number, referred to in the standard form written at the top right hand side of the respective Annexure.

(i) Earnest Money Deposit / Tender Security

4.2 Earnest Money Deposit / Tender Security shall be prepared and submitted as per ITT Clause 5.

(ii) 'Qualification cum Technical' Package

4.3 The Tender Submittals shall comprise the following documents and Tenderer shall upload clear and readable scanned copies of these documents on e-procurement portal:

i. **'Form of Tender'**, duly filled, signed and stamped, shall be submitted as per Appendix-C.

ii. Any individuals signing the Tender or other documents connected therein should specify whether he is signing:

(i) as sole proprietor of the firm or as attorney of the sole proprietor;

(ii) as a partner or partners of the firm;

(iii) as a Director, Manager or Secretary in the case of a limited company with a copy of Notarized Power of Attorney duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Articles of Association.

iii. The original notarized 'Power of Attorney'or the documents empowering the individual or individuals to sign should be furnished to the Employer for verification, if required.

iv. Qualifying Requirements duly filled up with details as needed in the pro-forma as per **Annexure 1 to 15** given in the 'Qualification cum Technical' Package along with necessary certificates to establish that the Tenderer meets the "Eligibility and Qualification Criteria" set forth in Section-III.

v. One set of complete Tender document downloaded from the e-procurement portal's website (including pre-bid clarification and addendum if any) un-tampered signed and stamped on right hand bottom comer of each page.

vi. Understanding and comprehension of the work involved.

vii. Capability to study and design the system to the requisite standard.

viii. The general approach and methodology proposed for carrying out the services covered in the Scope of Work, including such detailed information as deemed relevant.

ix. Capability to programme and re-programme the design work, to monitor progress against programme and to utilise computer programming and monitoring techniques.

x. Capability to execute the Services in time by having adequate resources.

xi. Capability to operate a design quality control programme.

xii. A detailed overall work programme and a bar chart indicating the duration and timing of assignment of each key staff or other staff member assigned to the project.

xiii. An organisation chart together with clear description of the responsibilities of each key staff member within the overall work programme for the project along with their curriculum vitae.

xiv. A task list of deliverables and delivery dates, and the person responsible for performing the deliverable.

xv. The name, background and professional experience of each key staff member to be assigned to the project, with particular reference to his experience of a nature similar to that of the proposed assignment. (The majority of the key staff shall be regular members of the firm or associated with Consultancy firms for at least last Six Months).

xvi. Details of design facilities together with their location. The offer should cover the entire Scope of Work as laid out in Appendices.

xvii. Not Used.

xviii. **'Form of Self-certification in the Proforma provided in Annexure-14 shall be submitted by the Tenderer who wants to avail Purchase preference under ITT clause 10.2.**

xix. Certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of Tenderers other than companies) giving the percentage of local content.

(iii) FINANCIAL PACKAGE

(i) The Tenderer shall fill in and complete the Bill of Quantities (Financial Package) online through Karnataka Public Procurement Portal only and **no hardcopy of commercials should be attached or disclosed elsewhere.**

The Tenderer shall fill in and complete the 'Bill of Quantities' in accordance with the e-procurement portal.

4.4 This is a contract for "**Providing Consultancy Service for Signage Improvements at Nadaprabhu Kempegowda Station**". The contract consideration / price shall be lump-sum price inclusive of all applicable and payable taxes including labour cess but excluding CGST & SGST.

4.5 The Financial proposal, which is enclosed as Appendix E of Volume-2 of the Tender Document, shall be completed online through Karnataka Public Procurement Portal only. The quoted price shall be inclusive of all applicable and payable taxes including labour cess but excluding CGST and SGST. BMRCL shall pay the applicable CGST and SGST as invoiced by the Contractor to BMRCL.

4.6 The successful Tenderer shall maintain complete records of duties, Taxes payable to various authorities in relation to this Contract and submit the receipts/records for verification as and when demanded in writing by the Employer for verification.

4.7 The price quoted shall cover remuneration for staff, travelling/staying expenses, site visits, equipment, printing of documents, surveys, etc; The Financial proposal should be prepared

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by using, but not limited to, the formats attached in the Appendices-E1, E2 & E3 of Volume-2 of the Tender document.

4.8 The Tenderer should quote the Lump-sum price for the entire work on a "single responsibility" basis. The quoted Lump-sum price should cover all activities as laid down in Appendix-A, Scope of work that are required for "Scope of Services to be performed".

4.9 The Tenderer is bound to execute the Contract awarded by BMRCL without any additional claim over and above the Contracted Price. All Prices shall be quoted in Indian Rupees only.

4.10 Income Tax and any other statutory taxes to be deducted at source will be deducted by the employer in accordance with the income Tax Act and other Acts in force and in accordance with the instructions issued by the Authorities on this behalf from time to time.

4.11 **Payments**: -

a) Unless otherwise stipulated in ITT, the usual payment term is 100% on delivery and acceptance of services by BMRCL and production of all required documents

b) No advance payment of any type (Mobilization, secured advances etc.,) shall be made by BMRCL

5 Period Of Validity Of Proposal AND Earnest Money Deposit

5.1 **Tender Validity:** The offer submitted by the Tenderer shall be valid for a period of **120 days** from the latest date for submission of the tender as indicated in the 'Key Details' (Section-I), with a provision that it will be suitably extended at the request of BMRCL. A tender valid for shorter period shall be rejected by Employer as non-responsive.

5.2 The Tenderer shall pay/furnish an Earnest Money Deposit (Tender Security) for the value indicated in e-Procurement portal in the following mode:

a) **Online payment** through e-Procurement portal, or

b) an irrevocable **Electronic Bank Guarantee (e-BG) or Bank Guarantee*,** issued from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule preferably drawn on and payable & extendable at a designated branch in Bengaluru in the form Appendix B1 to the Tender document. However, 'Earnest Money Deposit' Bank Guarantee format is also available inhttps://tenderb.bmrc.co.in.

** In case of Tender Security/EMD issued in the form of Bank Guarantee, the Scheduled Bank issuing the Bank Guarantee should preferably be on "Structure Financial Messaging System (SFMS)" platform. A separate advice of the BG shall preferably be sent by the issuing bank to the Employer's Bank through SFMS.*

The issuing Bank shall send the SFMS as detailed under to:

Name: BANGALORE METRO RAIL CORPORATION LTD.,

Name of the Bank: BANK OF INDIA

Branch: CANTONMENT BRANCH, BENGALURU.

Account No.: 840420110000739

RTGS/IFSC: BKID0008404

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The Scanned copy of the BG and a copy of "MT760COV (for Bank Guarantee message) /MT767COV (for Bank Guarantee amendment message) Report" sent by the BG issuing Bank, should be uploaded by the Tenderer in the e-Procurement Portal as a part of his Offer during Tender submission. The Tenderers should ensure that both the documents (scanned copy of BG and copy of SFMS message) are uploaded to the e-Procurement portal, failure of which, the Tender will be summarily rejected by the Employer. The Original Bank Guarantee shall compulsorily be submitted in the BMRCL office before scheduled date, time and place as specified under ITT clause 6. The Tenderer shall note that the Original Bank Guarantee is submitted through speed post / in person and if not received before the scheduled date and time as specified in ITT clause 6, the Tender will be summarily rejected.

The details of the Bank Guarantee, physically submitted should match with the details available of the scanned copy uploaded and the data entered during Tender submission time, failing which, the Tender will be rejected.

In case of non-reconciliation of online EMD (Tender Security) portion through e-Procurement portal in Government of Karnataka Central Pooling Account held at the ICICI Bank, the Tender will get rejected

5.3 The Earnest Money Deposit / Tender Security shall be valid for a period as specified in 'Form of Tender' and remain deposited with the Employer from the date of opening of Tenders. If the validity of the Tender is extended, the Earnest Money Deposit (EMD) / Tender Guarantee shall also be duly extended, failing which, the Tender after the expiry of the aforesaid period shall not be considered by the Employer.

5.4 Tender Security/EMD will not be accepted in any form other than those mentioned above. Tenders not accompanied by the required amount of Tender Security/EMD and non-submission of hardcopy as per ITT clause 6 will be rejected by the Employer.

However, BMRCL reserves the right to accept or reject the Tender Security/EMD with any deficiency otherwise not materially affecting the technical qualification criteria of the Tenderer.

5.5 The Tender Security/EMD of unsuccessful Tenderers will be discharged / returned upon the Successful Tenderer signing the LOA in pursuant to ITT clause 11.

5.6 The successful Tenderer's Earnest Money Deposit (EMD) will be discharged upon furnishing the Performance Security pursuant to ITT Clause 11 and signing of the Contract Agreement by the successful Tenderer in pursuant to ITT clause 11.

5.7 The Earnest Money Deposit (EMD) may be forfeited:

(a) If a Tenderer:
  (i) withdraws or amends or impairs or derogates its Tender during the period of Tender validity specified by the Tenderer on the 'Form of Tender'; or
  (ii) does not accept the correction of errors; or

(b) In case of a successful Tenderer, if the Tenderer fails:
  (i) To sign the Contract Agreement in accordance with ITT Clause 11; or
  (ii) To furnish performance security in accordance with ITT Clause 12

5.8 The Tender will be summarily rejected by the Employer in case of:

(i) Failure to deposit online EMD portion or failure to upload clear & readable copy of Bank Guarantee towards EMD.

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(ii) Failure to submit the original Bank Guarantee /EMD to BMRCL office within the date & time specified,

(iii) If EMD(Tender Security) is in the form of Bank Guarantee and is from any source other than an Indian Scheduled Bank and Scheduled Foreign Bank as defined in section 2(e) of RBI Act 1934 read with Second Schedule.

(iv) EMD (Tender Security) in the form of Bank Guarantee is from a Co-operative Bank.

(v) EMD (Tender security) amount is less than the required amount as mentioned in NIT.

(vi) Bank Guarantee's Validity is less than Tender as mentioned in ITT clause 5.4.

In case EMD (Tender Security) is in the form of BG, and BG validity fulfils the "Tender validity Period", but falling short in regard to period of "EMD (Tender Security) Validity', the Employer shall request such Tenderer(s) in writing to submit compliance EMD / Tender Security) within 10 (ten) working days from the date of request. Failure to provide a compliant EMD Tender Security) within the prescribed period shall cause the rejection of the Tender and it will be considered as Non-responsive.

5.9 In case the Tenderer submits Electronic Bank Guarantee (e-BG), the UIN of BMRCL for providing e-BG shall be: AAACB4881D (PAN of BMRCL).

5.10 If the Tenderer has opted to submit the Tender Security in the form of Electronic Bank Guarantee (e-BG), a copy of the e-BG shall invariably be included in the Tender Security envelope as per Cl. 6.7 and also uploaded in e-Procurement portal in case of e-Procurement.

6 SUBMISSION OF TENDERS

6.1 All the Tender proposals shall be digitally signed along with the other Qualifying documents and shall be submitted electronically through Karnataka Public Procurement Portal on or before the last date and time for Tender submission as published therein.

6.2 Tenderer, in advance, should get ready the Proposal documents to be submitted as indicated in the Tender document /schedule in PDF/JPEG formats. The Tenderer has to digitally sign and upload the required proposal documents one by one as indicated in the Tender document.

6.3 Tenderer should log into the Portal well in advance for the submission of the proposal so that it gets uploaded well in time i.e., on or before the last date & time for Tender submission.

6.4 Tenderer will be solely responsible for uploading the Tender submittals in e-Procurement portal. BMRCL will not be held responsible for consequential damages/losses/delay due to lack /interruption of power supply & internet, low speed of internet, System problems, loss of electronic information/data etc.

6.5 The server time (which is displayed on the dashboard) will be considered as the standard time for referring the deadline for submission of the proposals by the Tenderers, opening of proposals etc. The Tenderers should follow this time during proposal submission.

6.6 The necessary certificates/documents in support of fulfilling the Eligibility Criteria and Technical requirements shall be scanned and attached to e-Procurement portal.

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6.7 **Original Documents to be submitted in hardcopy:**

The Tenderer shall seal and submit the original documents listed in ITT clause 9. in original (hard copy) at BMRCL office within 5 days of last date of online Tender submission. Only the Tenders submitted online and the hardcopies will be considered for evaluation. The hardcopies should carry/accompany copy of "acknowledgement from Employer/e-Procurement Portal".

The envelope shall bear the following identification:

TENDER NO: .....

ORIGINAL SUBMITTALS OF QUALIFICATION CUM TECHNICAL PACKAGE

BMRCL Office Address for submission of hardcopy:

To

.....

Bangalore Metro Rail Corporation Ltd.,

.....,

Bengaluru, PIN: .....,

Karnataka, India.

The Tenderers can submit the hard copies by 'Speed Post' or 'in person' at the above address during 11.00 am to 05.00pm on all working days. In case, 5th day happens to be holiday, then the next working day shall be considered as last day for submission of the hard copy.

6.8 All Tenders shall be submitted without any deviations, alteration or modification, together with requisite Tender Security/EMD.

6.9 Telex, Facsimile or Emailed Tenders will be rejected.

6.10 Offer / Tender / Bid shall be as per the "Instructions to Tenderers", "General Conditions of Contract" and "Special Conditions of Contract" given in the Tender documents.

6.11 The Tenderer should avoid ambiguity in his Offer / Tender / Bid.

6.12 **Deadline for Submission of Tenders**

6.12.1 Tenders must be submitted online through Karnataka Public Procurement Portal (e-Procurement Portal) on or before the date and time specified in the e-Procurement Portal and in time submission of Tender is the responsibility of the Tenderer. Original Documents (Hard copy) as listed shall be submitted in the place, date & time as specified in ITT clause 6.

6.12.2 The Employer may, at their discretion, extend the deadline for submission of Tenders by issuing an amendment in accordance with ITT Clause 7, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will thereafter be subjected to the deadline as extended

7 Tender Opening

7.1 **Qualification Cum Technical Package**

7.1.1 **Opening of Qualification Cum Technical Package of all Tenderers:**

First, the Employer will open the EMD/Tender Security and verify the Tender Security/EMD.

Further, the Employer will open the 'Qualification Cum Technical Package' of the Tenders whose EMD has been found acceptable, through e-Procurement Portal at the time and date specified in the e-Procurement Portal. If Tender Security/EMDs are not in proper form, the 'Qualification Cum Technical Package' will not be opened for such Tenderers.

Interested Tenderers or their authorized representatives who choose to attend or may view the same on the portal on the scheduled date and time from their end. In the event of the specified date for Tender opening being declared a holiday by the Employer, the Tenders will be opened at the appointed time and location on the next working day.

7.1.2 The Tenderers will be examined for the following submittals:

i) Presence of valid Tender Security/EMD

ii) Presence of 'Qualification cum Technical Package' and all enclosures as per ITT clause 6 and,

iii) Submission of original documents as per ITT clause 6.7.

7.1.3 The Employer will evaluate and determine whether each Tender

(a) meets the eligibility criteria defined in ITT Clause 10;
(b) is accompanied by the required Earnest Money Deposit as per stipulations in ITT Clause 5; and
(c) meets the minimum qualification criteria stipulated in Eligibility Qualification Criteria (Section-3).

The Employer will draw out a list of qualified Tenderers.

7.1.4 Tenders which are not accompanied by a valid EMD / Tender Security, or are accompanied by an unacceptable or fraudulent EMD / Tender Security shall be considered as non-compliant and rejected. All decisions whether a Tender is non-responsive, unacceptable or whether a EMD / Tender Security is fraudulent or unacceptable or non-compliant will be that of the Employer.

7.1.5 If any Tender contains any deviation from the Tender documents and /or if the same does not contain Tender Security in the manner prescribed in the Tender documents, then that Tender is liable for rejection. Incomplete Tenders in respect of above would be rejected.

Tenderers, whose 'Qualification cum Technical Package' are found acceptable after evaluation, would be informed of the date and time of opening of 'Financial Package' through e-Procurement Portal.

8 CONFIDENTIALITY OF THE PROCESS

(i) Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced.

(ii) From the time of Tender opening to the time of Contract award, no Tenderer shall contact the Procuring Entity on any matter related to the Tender, except on request and prior written permission.

(iii) Any effort by a Tenderer to influence the Procuring Entity in Tender Evaluation, Tender comparison or Contract award decisions will vitiate the process and will result in the rejection of the Tenderer's offer.

9 EVALUATION OF PROPOSAL

9.1 Qualification cum Technical Proposal:

The Evaluation Committee appointed by BMRCL will, keeping in view the contents of ITT Clauses 4.3 and 4.4, carry out the evaluation of 'Qualification cum Technical' Proposals as submitted by the tenderers in the 'Qualification cum Technical' package, to determine that the Tenderer meets the 'Eligibility and Qualification Criteria' (Section-III) and also has a full comprehension of the work of the contract. Where a Tenderer does not meet the 'Eligibility and Qualifying Criteria' and / or Tenderer's technical submittal is incomplete/not meeting the technical package requirements, his tender will be considered to be non-compliant and will be summarily rejected. Successful Tenderers will be advised by BMRCL. This process is to ensure that only technically acceptable proposals from well experienced and capable Tenderers are considered.

9.2 Financial Proposal:

9.2.1 Opening of Financial Package of Qualified Tenderers:

The Financial Package of the Tenderers, whose 'Qualification cum Technical package' were found acceptable, will be opened in the presence of those Tenderers of their representatives, who choose to be present and also can view the opening on e-Procurement portal from their end. In the event of the specified date for Financial Package opening being declared a holiday by the Employer, the Tenders will be opened at the appointed time on the next working day.

9.2.2 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

9.2.3 Further, it is to be noted that mere announcement of the Tender prices, Total amount quoted by the Tenderers shall not be construed as Final until and unless the Employer declares the successful Tenderer taking into account the Cl. 9.1 above.

9.2.4 Conditional Tenders are not acceptable and will be summarily rejected.

The Employer shall prepare minutes of the Financial Package opening, including the information disclosed to those present in accordance with ITT Sub-clause 9.2.3

9.3 Certification of 'Local Content' (LC):

9.3.1 Local Content (LC):

Minimum "Local Content" (LC) shall be **90% or above for 'Class-I Local Tenderer'**

All Tenderers, shall certify in their Tender that the Local Content in their Tender is >90%.

Definitions of 'Class-I Local Tenderer's as mentioned in 'General Conditions of Contract' of this Tender document.

However, a Tenderer who has been debarred by any procuring entity, for violation of any Procurement Preference Order/Policy, shall not be eligible to participate in this bid process during the period of the debarment.

9.3.2 Verification of 'Local Content' (LC):

The Tenderer shall submit following documents:

Self-certification, as per Proforma given in 'Annexure-14, that the item/s offered meets the

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minimum 'local content'. Absence of such certificate in their Tender submittals shall disqualify the Tenderer.

9.3.3 a) Tenderers shall note that the declaration regarding Local Content and its correctness shall be the sole responsibility of the Tenderer/Contractor. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a Tenderer or its successors can be debarred for up to two (2) years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

b) the contents of Government of India Order No. P-45021/2/2017-PP (BE-II)-Part (4) Vol.II dated 19.07.2024, issued by the 'Department for Promotion of Industry and Internal Trade' under the Ministry of Commerce and Industry regarding Public Procurement (Preference to Make in India), with all its latest amendments as on the date of 'Notice Inviting Tender' for further clarification.

c) that the 'Local Content' is provided in this Tender as per the orders issued by respective Nodal Ministries as per Clause 14 of PP(PMI) Order dated 19.07.2024 and Ministry of Housing and Urban Affairs letter No K-14011/08/2017/MRTS-Coord. Dated 14.10.2020.

d) the contents of Government of India Office Memorandum No. P-45021/102/2019-BE-II-Part (1) (E-50310) dated 04.03.2021 issued by the 'Department of Promotion of Industry and Internal Trade' under the Ministry of Commerce and Industry, regarding clarification on local content.

e) In case DPIIT's order no. P-45021/2/2017-PP(BE-II) dated 16th September, 2020 is referred in this tender document, the same is superseded by this Order No. P-45021/2/2017-PP (BE-II)-Part (4) Vol.II dated 19.07.2024.

9.3.4 Not Used

10 Eligible Source Countries of the Tenderer

10.1 Any Tenderer, from a country which shares a land border with India, to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not engaged in development projects, will be eligible to bid in this Tender only if the Tenderer is registered with the "Competent Authority".
['Competent Authority and Procedure for Registration' shall be as defined in Annexure-I of Order (Public Procurement No. 4) dated 23.02.2023 issued by Ministry of Finance, GoI].

Note:

Tenderers are advised to note and comply with the contents of Order (Public Procurement No. 4) dated 23.02.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, Govt. of India.

10.2 The successful Tenderer shall not be allowed to subcontract works to any Contractor from a country which shares a land border with India, to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not engaged in development projects, unless such Contractor is registered with the "Competent Authority".

10.3 In this regard, the Tenderer shall provide a certificate as per Proforma given in 'Annexure-13'. If such certificate given by the Tenderer whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

10.4 Not Used

11 AWARD OF CONTRACT

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11.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by email confirmed by registered letter. This letter (hereinafter and in the General Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

11.2 Unless until a formal Agreement is prepared and executed, the Tender together with a "Letter of Acceptance" shall constitute a binding Contract between both the Parties.

11.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer within 30 days of receipt of LOA, the successful Tenderer will sign the Agreement and deliver it to the Employer.

11.4 Upon the furnishing of the Security Deposit by the Successful Tenderer, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful and will discharge the Earnest Money Deposit, pursuant to ITT Clause 5.2.

11.5 The costs of stamp duties and similar charges imposed by law shall be borne by the Contractor.

11.6 Prior to signing of the Contract Agreement, the successful Tenderer shall submit the following documents within a period of twenty-one (21) days from the date of issue of the Letter of Acceptance:

a. Performance Security, in accordance with ITT Clause 12.
b. Notarized Power of Attorney(s) and Board Resolution, in accordance to ITT sub-clause 4.3.
c. Consultant's Warranty, in accordance with Appendix-B4 of Section-VI.

11.7 To have speedy and effective coordination, the Key Experts along with the Project Leader shall be available in Bangalore as and when the need arises, for interaction with BMRCL and other related agencies for interface.

12 PERFORMANCE SECURITY

12.1 The successful Tenderer shall furnish a Performance Security, for an amount equivalent to 5% of the Contract Price in which the contract price is payable and in the form of a Bank Guarantee issued by an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule **drawn on and payable & extendable at a designated branch in Bangalore**.

12.2 The Form for the Performance Security is given at Appendix B2. The Performance Security should be submitted by the Consultant within twenty-one (21) days from the issue of Letter of Acceptance so as to facilitate for signing of the Agreement within thirty (30) days from the issue of Letter of Acceptance.

12.3 The Performance Security shall remain valid for the duration of Liability as described in the Special Conditions of the Contract (SCC-3). If the key date(s) are extended, for whatsoever reason, the Bank Guarantee shall be suitably extended by the Consultant and the cost of which shall be borne by the Consultant.

13 ADDITIONAL INFORMATION

13.1 Every effort shall be made by BMRCL to provide additional information to Tenderers that may be requested in writing. However, requests for additional information, and any delay in providing information is entirely at Tenderer's risk, and shall not be considered as a reason for delaying the submission of tenders by the stipulated date.

13.2 Any information provided by BMRCL that is not given in writing, in response to request for additional information, shall not be considered by BMRCL and shall not be accepted as a reason for late delivery of tenders or a reason for delaying the submission of tenders by the stated date.

14 DATE OF COMMENCEMENT AND COMPLETION

The Date of Commencement and Completion of the services shall be as indicated in relevant clause of Special Conditions of Contract.

15 TENDER PREPARATION COSTS

Any cost associated with the preparation & submission of the Proposal by the Tenderer is to be borne by the Tenderer and will not be reimbursed by BMRCL.

16 REJECTION OF TENDERS

BMRCL may reject the tender that are considered to be substantially non-responsive to the requirements of the Proposal. Such matters may include:

- Inadequate Earnest Money Deposit / Tender Security (i.e. Amount, Validity etc...,)
- Incorrect or Fraudulent Power of Attorney.
- Deviations relating to the Scope of Work.
- Incomplete Technical Proposal.
- Major inadequacies in the technical offer.
- Tenderer requires an increase in Tender offer price during negotiations.
- Failure to sign the Contract.
- Failure to provide the Performance Security.

BMRCL will reject the proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the present contract. Similarly, BMRCL will treat a Tenderer as ineligible for a period determined by BMRCL if it at any time determines that the Tenderer has engaged in corrupt or fraudulent practices in executing work covered in this tender.

17 EMPLOYER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS

17.1 Notwithstanding Clause 10, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

18 CORRUPT OR FRAUDULENT PRACTICES

18.1 The BMRCL requires that the Tenderers shall observe the highest standard of ethics during the procurement and execution of such Government Financed Contracts. In pursuance of this policy, BMRCL :

(a) defines, for the purposes of this provision, the terms set forth as follows :

(i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of BMRCL/Government, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial

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non-competitive levels and to deprive BMRCL of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed Contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government financed Contract.

19 ONE TENDER PER TENDERER

Each Tenderer shall submit only one (01) Tender. A Tenderer who submits or participates in more than one (01) Tender (other than as a Subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

20 SITE VISIT

The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a Contract for Scope of the Services. The cost of visiting the Site shall be at the Tenderer's own expense.

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SECTION-III

ELIGIBILITY AND QUALIFICATION CRITERIA

INTRODUCTION:

BMRCL intends to invite Application(s) from experienced consultancy firm(s) / Individual fulfilling following requirements in providing services related to signage's as detailed in scope of work under Appendix A (Scope of Work)

I. A Tenderer may be an Individual / Firm / Consultant/private entity or a government-owned entity

II. In case of Foreign Company, it should be registered / incorporated under relevant legislation and certificate of incorporation shall be furnished.

III. Application must contain the following details and documents: -

a. Name, address (Including telephone nos./fax nos./ email address etc.) & registration details of the Tenderer with names of Proprietors, Directors and Company Profile of Consultant details of office in Bangalore and contact person - (Annexure- 1)

b. Previous Experience/Qualifying Experience (Annexure- 2/2A).

c. Summary of works in hand as per Annexure-3.

d. Copy of the audited balance sheet of the firm for last five (5) years and information duly filled up as per Annexure- 4.

e. Annual turnover of the Tenderers from 'Design Consultancy/design Review Services only' for the last five (5) years with duly certified by "Chartered Accountant".

f. Proposed Organisation Chart and Key personnel proposed to be engaged in this work with their qualifications and experience details. Proposed Key personnel in each area shall satisfy the requirements as detailed in (Annexure- 5 & 6) and

- The proposed Project Leader for providing consultancy services must have experience in Design/design Review/execution of similar metro railway/Monorail or Airports project etc.

- Details of the Key staff proposed to be engaged shall be enclosed. (The majority of the Key Staff shall be regular members of the firm or associated with Consultancy firms for at least Six (6) months)

g. Software capabilities for handling various elements of the services as per Annexure-7.

h. Not used.

i. Bankers / Banking References (Annexure 1).

j. Any other details to demonstrate the Tenderer's relevant capability.

k. Certificate for non-engagement of middlemen and Verification Statement (Annexure 8).

l. Tenderer's declaration (Annexure 9).

m. Declaration Towards Litigation/Arbitration/Debarment/ Blacklisting (Annexure-10)

n. Undertaking for confirmation to Tender Requirements (Annexure-11)

o. Check List (Annexure-12)

p. Form of Eligible source of Countries (Annexure-13)

q. A copy of Permanent Account number (PAN) and GST Registration Certificate.

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r. **'Form of Self-certification in the Proforma provided in Annexure-14 shall be submitted by the Tenderer who wants to avail Purchase preference under ITT clause 10.2.**

s. Certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of Tenderers other than companies) giving the percentage of local content.

Tenderers not furnishing complete & precise information asked in the Annexures above or otherwise are liable to be rejected.

IV. Technical, Organisational, Detailed Design/Design Review/advisory services Capability and Experience record:

The scope of work in the tender involves

1. **Detailed study of existing signage's and suggesting improvements :-**
   a) Documentation of current station layout and signage placements with measurements
   b) Comprehensive inventory of all existing signage's categorized by type and functions
   c) Identification and analysis of key user scenarios and common signage related issues
   d) Mapping of typical passenger movement patterns to identify decision points
   e) Comparative analysis with best practices for metro signage's
   f) Comprehensive report with findings, expert analysis and actionable recommendation

2. **Preparation of Drawings at Various levels**
   a) Design of Colours, typography, font Sizes and materials for all signage units
   b) Design of station maps, metro network maps, platform line maps and emergency exit maps
   c) Design of Size , position, lighting and types of signage boards including overhead floor-mounted and wall mounted boards
   d) Specification of material, colour, intensity and position of lighting for signage's
   e) Design of wall painting layouts including placement and messaging
   f) Design of material, positions patterns and informational content for floor markings
   g) Material and position design for minimal partition walls to guide traffic flow
   h) Design of Stickers for functional and way finding purposes
   i) On-site prototype testing for selected signage systems
   j) Regular monitoring of installation progress and compliance with design standards
   k) Final visual renders for BMRCL approval and reference
3. **Preparation of Tender Document , Bill of Quantities and Technical Specifications**
   a) Detailed Timelines, milestones and deliverables schedule for the project
   b) Detailed specifications, material quality and Cost estimation
   c) Preparation of 2D & 3D drawings for manufacturing and installation
   d) Real –time adjustments to drawings based on site conditions and implementation challenges
   e) Complete Bill of Quantities (BOQ) and Rate backup to be provided along with estimates

V. ELIGIBILITY AND QULIFYING CRITERIA

a) WORK EXPERIENCE:

i. The individual or Consultant should have carried out one work of Consultancy services for signage improvements of atleast one (01) similar work of Rs.6.60 Lakh in any Metro Railway / Monorail or Airports projects etc..in last Seven (7) years counted from 28 days prior to the date of Tender submission. The above information should be submitted project-wise as per Annexure 2.

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Note:

a. Tenderers shall submit necessary documents/ certificates in this regard. Client reference and certificate must also be enclosed in support of the claim.

b) Financial Eligibility:

The Agency/Consultant shall be eligible only if they have following minimum financial capabilities.

i. Working capital / Liquidity and Banker reference (Net cash flow) of the tenderer during last Audited financial year should be ≥ INR 16.50Lakh (Based on the information as given in Annexure-4).

ii. Profitability: Profit After tax (PAT) should be positive in any two years, out of last five consecutive audited financial year ending 31.03.2025 /31.12.2024 (as the case may be) (Based on the information as given in Annexure-4).

iii. The Net worth of the Tenderer, calculated as defined in Annexure-4, should be positive for the last financial Year.

iv. Annual turnover: The annual turnover for the Consultancy works of last five (5) financial years up to 31.03.2024 /31.12.2024 as the case may be, should be ≥ 44.00 Lakh (Based on the information as given in Annexure-4)..

Note: 'Design' appearing in these documents means `Design/design Review/execution of similar works '.

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ANNEXURE 1

COMPANY PROFILE OF THE CONSULTANT.

Sl.	DESCRIPTION	DETAILS
1	Name of the Individual Tenderer / Firm / Consultant 1. 2.	
2	Registered Address, Telephone, Facsimile No., email address of the Individual Tenderer / each member of the group: 1. 2.	
3	Addresses of the Branch offices in India (in case of Foreign firm), Details of Office in Bangalore	
4	Country of Incorporation/ Domicile for Individual/ each member of the group. 1. 2.	
5	Legal Status/Establishment Details of the Individual/ each member of the group. 1. 2.	
6	Contact Person Name:	
7	Address, Telephone, Facsimile No., email address of the Contact Person.	
8	Line of Business of the Individual/ Firm / Consultant 1. 2.	
9	General Experience of the Individual/ Firm / Consultant 1. 2.	
10	Field of Specialisation of the Individual / each member of the group 1. 2.	
11	Type of Projects handled by Individual/ each member of the group. 1.	

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Sl.	DESCRIPTION	DETAILS
	2.	
12	Does the Individual/each member of the group have ISO 9000 Certification, If yes attach photocopy of the certificate. 1. 2.	
13	Role of Consultant and each member of the group 1. 2.	
14	Has the Individual ever failed to complete any work awarded to it? If yes, provide details _____	
15	Banker's/ Banking reference 1. 2.	
16	Has the Tenderer / Firm/ Consultant been declared Bankrupt? If Yes, Why? (Attach Sheets)	Y N
17	Has the Tenderer/ Firm/ Consultant been declared insolvent? If Yes, Why? (Attach Sheets)	Y N
18	Name at least 2 works that can be visited by BMRCL officials. 1. 2.	
19	Has the applicant/member submitted a copy of PAN? If Yes, The details ..... If No, why?	Y N
20	Has the applicant/member submitted a copy of Valid GST Registration Certificate? If Yes, The details ..... If No, why?	Y N

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ANNEXURE 2:

PREVIOUS EXPERIENCE / QUALIFYING EXPERIENCE

(To be provided by each member in case of a group)

Specific Experience of the Consultant related to the assignment completed in the last seven (7) years

(Separate form shall be submitted for each similar work as defined in Qualifying Criteria)

Tenderer's Name	....
Project Title:	Location:
Client:	Client's Address: ....
Client's Representative:	Telephone / Fax No.:
Type of Contract: (Please Circle type of Contract) 1) Providing Consultancy services for	
Was the Detailed design work carried out alone?	Y / N
Was the Detailed design work carried out as a member of a Group? If the answer is Yes, give your percentage share and areas of participation	Y / N
Date, work commenced:	Date, work completed: (No of months in operation)
Was the date of completion given in the original Contract extended? If so, how much and why?	Y / N
Were any penalties imposed for delay? Y / N	Was arbitration or litigation commenced? If yes, give details Y / N

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Were any penalties imposed for reasons other than delay? Y N If yes, give details	
Contract value (in Rupees as on 31.03.2024)	Note: Give **cost only for the consultancy purposes** and NOT for the construction portion. Only that cost of design should be included which is done by the Applicant/Member himself in his own name. Where an Applicant/Member has done Design work as part of a group, only the design portion undertaken by Applicant/Member himself should be included and the Design work undertaken by the remaining member of the group excluded.
Details of work undertaken: (Attach Sheets)	
What Quality Assurance obligations were required in the Contract? (Attach Sheets)	
Has the Tenderer (or any member of a group) been blacklisted by a Client? Y N If Yes, Why? (Attach Sheets).....	
Project Description: (Attach Sheets).....	

Note:

1) *The Tenderer shall enclose Work Completion Certificate from the client for each work covered above separately.*
2) *Last Seven (7) years means the period counted from 28 days prior to the date of submission of Tender.*
3) *Use separate sheet for each Contract and include in the submittals.*
4) *If the design is completed and Construction Tender has been submitted by DDC / invited by the Client on the basis of Design works carried out by the DDC, such projects will also be considered as completed project, provided, it is supported by client Certificate.*

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ANNEXURE 2 A

SUMMARY OF ANNEXURE 2

(To be provided by each member in case of a group)

Name of Applicant (Member in case of a group.)

.....

.....

Sl. No.	Cost of only design consultancy portion* done by the above Applicant / Member (Excluding Construction Cost) RANGE	Name of Work in brief (Attach Sheets)	Cost of only design consultancy portion* done by the above Applicant / Member (Excluding Construction Cost)
1.			
2.			
3.			

*This should be as on 31.03.2024, indicated in **ANNEXURE 2**

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ANNEXURE 3

WORKS IN HAND – (All Types of Consultancy services only)

(To be provided by each member in case of a group)

Project Title:	Location:
Client:	Client's Address: ....
Client's Representative:	Telephone/Fax No.: ....
Type of Contract: Providing Consultancy services for ..... (Please circle type of Contract)	
Date of Commencement of work or proposed date for commitments already entered into:	Anticipated date of Completion:
Contract Value of work in Rupees: Cost of only 'Design portion/ study and Analysis ' in the Contract in Rupees:	
Details of services being provided:	
Details of the balance works as on date of submission of this Tender:	
List of experts deployed: Name Qualification Works handled in the above project 1. 2. 3.	
Anticipated value of on-going design or commitment in Rupees as on date of submission of this Tender. Only study and Analysis/design work cost (excluding construction cost) to be indicated.	

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Project Description:

ANNEXURE 4

FINANCIAL INFORMATION OF THE TENDERER

(The information furnished in the table shall be certified by the Practicing Chartered Accountant separately)

Sl. No.	Description	Financial Year 2020-21 /2020	Financial Year 2021-22/2021	Financial Year 2022-23/2022	Financial Year 2023-24/2023	Financial Year 2023-24/2024
		In Rupees	In Rupees	In Rupees	In Rupees	In Rupees
1	Total Assets					
2	Current Assets					
3	Loans & Advance					
4	Total Liabilities					
5	Current Liabilities					
6	Provisions					
7	Profit before interest and Tax					
8	Profit before Tax but after					

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Sl. No.	Description	Financial Year 2020-21 /2020	Financial Year 2021-22/2021	Financial Year 2022-23/2022	Financial Year 2023-24/2023	Financial Year 2023-24/2024
		In Rupees	In Rupees	In Rupees	In Rupees	In Rupees
	interest					
9	Profit after Tax *					
10	Net worth**					
11	Total Debt (including current Liabilities) /Total Equity (including Preference capital)					
12	Banking Limit (along with copy of Bank certificate).					
13	Annual turnover from the Consultancy works only					

*shall be positive for at least 2 years

***Net worth** means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities, premium account after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.*

Note:

1. Attach copies of the audited balance sheets, including all related notes, income statements, copy of the IT returns for the last five years, as indicated above, complying with the following conditions.

a. If an Applicant (or Member of a group) is wholly or significantly owned by a holding or parent company, the information relating to audited accounts and financial statement shall be provided for such intermediate or ultimate holding or parent company. This information shall be provided in respect of all Applicants, whether applying individually or as a group together with Auditor's certification.

b. Financial statements must be audited by a **Chartered Accountant.**

c. Financial statements must be complete, including all notes to the financial statements.

d. Financial statements must correspond to accounting periods already completed and audited (no statement for partial periods will be accepted).

2. Not used..

ANNEXURE 5

PROPOSED ORGANISATION CHART

(The organisation should include adequate number of experts to be deployed in at least following heads)

A. Project/Team Leader

B. Design Expert

C. Architect

D. Other personnel required to assist the above.

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ANNEXURE 6

DETAILS OF KEY PERSONNEL TO BE DEPLOYED

(TO BE INDICATED FOR EACH MEMBER SEPARATELY.)#

S.No.	Discipline	Name	Age	Qualification	Proposed Position	Experience /Field of Specialisation	Total Experience (in Yrs.)
A	Project Leader						
B	Architect						
C	Design Expert						
D	Other personnel required to assist the above.						

Detailed CVs of Key Personnel must be attached.

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ANNEXURE 7

SOFTWARE AND WORKSTATION CAPABILITY

(FOR EACH MEMBER OF THE GROUP SEPARATELY)

Name of Individual/ Each Member of the Group:

S. No.	Discipline	Details of the Software/work station Capability.
A.	Designing	
B	Rendering	

The group should possess at least the following software's for this assignment

1. 3ds max or equivalent software
2. AUTOCAD

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ANNEXURE 8

VERIFICATION STATEMENT

1. I/We confirm and declare that no agent, middleman or any intermediary has been or will be engaged by me/us to provide any services or any other item or work related to the award and performance of this Contract. I/We further confirm and declare that no agency commission or any payment which may be construed as an agency commissions has been or will be paid by me/us and that the Tender price will not include any such amount.

   Signed

   (To be signed by Tenderer and each member of the Group.)

   Date:

2. Not used:

3. Not used

ANNEXURE 9

TENDERERS' DECLARATION

1. For the purpose of your evaluation, study, review and decision making we are ready to let you inspect our premises/site etc.

2. We have prepared the Tender entirely in accordance with all the requirements from the Tender document and we agree entirely with them.

3. This is certified that we do have all in-house facility to carry out the Consultancy/Advisory services mentioned in terms of the Tender and will not Subcontract these services to any other party, except the work of some minor value specialized job required to be done by us, for which even, the Subcontractor will be selected / engaged after due approval of BMRCL.

4. We confirm that, to our best of knowledge and belief, the information contained in the tender submittals including the annexures thereto and all supporting and explanatory information is truthful and exact.

Signature of the Tenderer

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ANNEXURE - 10

DECLARATION TOWARDS LITIGATION / ARBITRATION / DEBARMENT / BLACKLISTING

We, M/s. ..... *[Name of the Tenderer]*....., herein after called " the Consultant", do hereby affirm and declare that we have NOT been Black listed /Debarred by any Government / Government undertaking / semi Government / Govt. Controlled Institutions/projects/ Reputed private organizations in India as on the date of Tender submission.

In case it is found that above statement is not true, any time during effect of this Tender or currency of the Contract entered between the parties based on the above statement, BMRCL reserves its rights to terminate the Contract and forfeit the Tender Guarantee / Performance Security at its discretion.

Place: Signature of the Tenderer

Date: Name

Designation

Seal of the Company

ANNEXURE - 11

UNDERTAKING FOR CONFIRMATION TO TENDER REQUIREMENTS

We, M/s..... *[Name of the Tenderer]*....., herein after called "the Consultant", do hereby affirm and undertake to abide by all the terms, conditions and specifications given in the Tender document while performing the contractual obligations relating to .....*[name of work]*..... of BMRCL, Bangalore.

We also undertake that the Tender submittals do not contain any deviation or amendment or modification or change of any type whatsoever with regard to tender conditions and specifications.

Place: Signature of the Tenderer

Date: Name

Designation

Seal of the Company

Phone

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ANNEXURE - 12

CHECK LIST

(A) The following check list is intended to help the Tenderers in submitting offer which are complete. An incomplete offer is liable to be rejected. Tenderers are advised to go through the Tender documents and the list carefully and take necessary action.

(B) Tenderers are also required to submit copy of the checklist, duly marked, along with their offer.

The Tender submittals shall consist of the following**:

	QUALIFICATION CUM TECHNICAL PACKAGE	
a.	Tender Security / Earnest Money Deposit (Clause 5.2 of ITT)	Submitted / Not Submitted
b.	'Form of Tender' on firm's Letter head (Clause 4.3 (i) of ITT)	Submitted / Not Submitted
c.	Notarized Power of Attorney & Board Resolution (Clause 4.3 of ITT)	Submitted / Not Submitted
d.	One set of Tender Document downloaded from BMRCL's website (along with Employer's clarifications and addenda if any) untampared, signed and stamped on each page (Clause 4.3 (v) of ITT) *	Submitted / Not Submitted
e.	Evidence of 'Tenderer's Eligibility Criteria and Qualification Requirements' (Clause 1.9 & 4.3 of ITT) with CA's certifications.	Submitted / Not Submitted
f.	Copy of PAN card	Submitted / Not Submitted
g.	Copy of GST registration	Submitted / Not Submitted
h.	Self-certification and Declaration for Local Content as per Proforma given in **Annexure-14**	Submitted / Not Submitted
i.	Certificate for Eligible Source Countries as per proforma given in **Annexure-13**	Submitted / Not Submitted
j.	**'Declaration towards Litigation / Arbitration / Debarment / Blacklisting' and 'Undertaking'** as per prescribed Proforma given in **Annexure-10 & Annexure-11 in Section-III.**	Submitted / Not Submitted
k.	Any other submittals as per clause 4.3 of ITT and as specified in Tender Document.	Submitted / Not Submitted
l.	.....	
	FINCANCIAL PACKAGE	
a.	'Financial Proposal' in the format prescribed in Appendix-E, of Volume-2 (Clause 4 (C) of ITT)	Submitted / Not Submitted
b.	.....	

Note to the Tenderer:

** - To be submitted in **Original** only.*

*** - The above list is not exhaustive, any other document/s which are required as per the Tender document shall be submitted.*

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ANNEXURE - 13

FORM OF CERTIFICATE FOR ELIGIBLE SOURCE COUNTRIES

(To be submitted on Tenderer's Letter head)

1. I/We, ...*(Name of the Tenderer/Member)*....., have read ITT clause 10 regarding restrictions on procurement from a Tenderer of a country which shares a land border with India and on subcontracting to contractors from such countries; and I/we certify that I/we am/are:
   (a) **not from such a country,*

or,

   (b) **from such a country (.....indicate country.....), have been registered with the Competent Authority[@],*

And

will not **subcontract** any work to a contractor from such countries unless such contractor is registered with the "Competent Authority".

I/We hereby certify that I/we am/are fulfilling all requirements in this regard and eligible to be considered, in accordance to ITT clause 10.

2. Not Used
3. *I/We submit a registration certificate herewith as an evidence of valid registration by the "Competent Authority" and I/We further acknowledge the right of the Employer that absence of such a registration certificate in the Tender, if the Tenderer belongs to such country stated above, shall disqualify the Tenderer.
4. I/We acknowledge the right of the Employer to terminate the Tenderer for false declaration or certificate, along with further legal action in accordance with law.

Signature of the Tenderer

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ANNEXURE – 14

FORM OF SELF-CERTIFICATION AND DECLARATION FOR LOCAL CONTENT

(Applicable for Tenderer who wants to avail purchase preference under ITT clause 10.2)

I/We,.....
(*jointly and severally*) declare that I/we have offered this Tender with the local content of .....%

I/We further confirm that I/we *submit a certificate herewith* issued by the *Statutory Auditor/Cost Auditor of the company* (in the case of companies) or from a practicing cost accountant or practicing chartered accountant* (in respect of Tenderers other than companies)* in pursuant to ITT clause 1.11.2, giving the percentage of local content.

I/We acknowledge the right of the Employer that, failure to submit the same shall disqualify the Tenderer to be considered as 'Local Tenderer' for the purpose of 'Purchase Preference' under this Tender.

I/We acknowledge the right of the Employer to debar the Tenderer for any violation or false declaration, regarding 'Local content' or local value addition (including payments to be made to their vendors for local value addition), which shall be treated as fraudulent practice under ITT clause 1.11.2 of this Tender for which the Tenderer or its successors can be debarred for up to three (3) years from participating in tenders of all metro rail companies along with such other actions by BMRCL as may be permissible under the law.

SIGNATURE OF THE TENDERER

Note:

Please refer GCC clause 1 (xxiii) for definition and valuation of "Local Content."

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ANNEXURE – 15

FORM FOR SEEKING PRE-BID CLARIFICATION ON TENDER DOCUMENT

Name of the Tenderer: .....

SL. NO.	Section No.	Clause No.	Tender Condition	Tenderer's Queries
1.				
2.				
3.				
4.				
5.				
Etc;				

Signature of the Tenderer

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BANGALORE METRO RAIL CORPORATION LIMITED

PROVIDING CONSULTANCY SERVICE FOR SIGNAGE IMPROVEMENTS AT NADAPRABHU KEMPEGOWDA METRO STATION

RFP No

VOLUME-1

QUALIFICATION CUM TECHNICAL PACKAGE

SECTION – IV

GENERAL CONDITIONS OF CONTRACT (GCC)

BANGALORE METRO RAIL CORPORATION LIMITED
III Floor, BMTC Complex, K.H. Road, Shanthinagar,
Bangalore – 560 027
KARNATAKA
INDIA

B.M.R.C.L O&M 30 038

SECTION – IV

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GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

The following words and expressions shall have the meanings assigned to them except where the context otherwise requires:

(i) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(ii) "Approved / approval" means the approval in writing.

(iii) 'Completion Certificate" means the certificate issued by the Engineer on completion of whole of the works under clause 14.

(iv) "Consultant" or "Bidder" or "Tenderer" means any entity or person that may provide or provides Services to the Employer under the Contract.

(v) "Consultant /Contractor" means the Tenderer whose Tender is accepted by the Employer and who has been awarded the Contract and entered in to an agreement, and which expression shall include his/their legal successors and permitted assigns.

(vi) "Contract" means the written Contract Agreement together with Letter of Acceptance, General Conditions of Contract, Special Conditions of Contract, Scope of Work, Standard Proforma, Tender Drawings, the Tender, the Notice Inviting Tender, Instructions to Tenderers, the Contractor's Proposal, the Schedules, Clarifications/addendum issued and such further documents which are listed in the Letter of Acceptance or Contract Agreement.

(vii) "Contract Agreement" means the Contract Agreement and shall also include all subsequent modifications /amendments to record the Contract as result of the communication or negotiation proceeding between the Parties.

(viii) "Day" means the calendar day.

(ix) "Effective Date" means the date on which this Contract comes into force.

(x) "Employer" means the Bangalore Metro Rail Corporation Limited (also referred to as BMRCL) which expression shall also include their legal successors and permitted assigns.

(xi) "Employer's Representative" means the Engineer employed by BMRCL to undertake duties in connection with the Bangalore Metro Rail Project and notified as such, or any of its officers nominated by BMRCL and notified from time to time, to Contractor/Engineer.

(xii) "Engineer" means the officer in charge appointed by BMRCL to interact with Contractor for performance of the services under the Contract, invite the Tenders, and to supervise the Works of Bangalore Metro Rail Project or any of its officers nominated by BMRCL and modified from time to time and includes the "General Consultant" (if exists), wherever the context so requires.

(xiii) Not used.

(xiv) "Local Personnel" mean such persons who at the time of being so hired had their domicile inside India.

(xv) "Month" means a period of one month according to the Gregorian calendar commencing with any day of the month.

(xvi) "Party" means BMRCL or Contractor as the case maybe and "parties" means both of them.

(xvii) "Personnel " means persons hired by the Consultants as employees and assigned to the performance of the Services or any part thereof;

(xviii) "Project" means the project named in Special Conditions of Contract.

(xix) 'Proposal/Package/Tender' means the "Qualification Cum Technical Proposal"/Packages/Tender and the Financial Proposal/packages/Tender as the Context so required

(xx) "Rupees" or "Indian Rupees" or "INR" means the currency of India, and shall be the currency used for the Project.

(xxi) "Services" means the work to be performed by the Consultants pursuant to this Contract for the purposes of the Project, as described in Tender document hereto;

(xxii) "Third Party" means any person or entity other than the Government, the Employer or, the Consultants.

(xxiii) 'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic in direct taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

(xxiv) 'Local Tenderer' means a Tenderer or service provider whose product or service offered for procurement meets the minimum local content as prescribed in the clause ITT 9.3.1.

(xxv) 'L1' means the lowest Tender received in this Tendering process as adjudged in the evaluation process as per the Tender.

(xxvi) Not used.

(xxvii) 'Nodal Ministry' means the Ministry or Department identified pursuant to this Tender in respect of a Particular item of goods or services.

(xxviii) 'Procuring entity' means "the Employer" or BMRCL, i.e Bangalore Metro Rail Corporation Ltd.

2. Interpretation

(i) The headings and marginal words shall not limit, alter or affect the meaning of this Contract and in the Agreement, shall not be used in its interpretation.

(ii) The singular includes the plural, the masculine includes the feminine, and vice-versa where the context requires.

(iii) If there is a conflict between provisions of the Agreement, the last to be written chronologically shall prevail, unless otherwise specified in Special Conditions of Contract.

(iv) "Tender" / "Tendering" / "Tenderer" shall also mean "Bid" / "Bidding" / "Bidder". "Offer" / "Proposal" also mean Tender / Bid.

3. Obligations of Contractor and Performance Security

3.1 Scope of Work/Services to be performed by the Contractor

(i) Contractor shall perform Services relating to the Project. The Scope of the

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Work/Services is stated in **Appendix A**.

(ii) Contractor shall exercise reasonable skill, care and diligence in the performance of his obligations under the Agreement.

(iii) Where the Services include the co-ordination between the Contractor and other Consultants and Contractors employed on the Project, the Contractor shall provide such Co-ordination. The Contractor shall obtain, Co-ordinate and submit to the Employer's Representative for his information and approval all details, drawings, quantities, specifications arising from such co-ordination with others. Such Co-ordination will take place throughout the period of the Services.

3.2 **Performance Security**

As stated in the 'Special Conditions of Contract' the Contractor shall provide BMRCL with a Performance Security in the form of a Bank Guarantee, as per Proforma given in Appendix B2, issued by an Indian Scheduled Bank (Excluding Co-operative Bank) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule drawn on and payable & extendable at a designated branch in Bangalore and acceptable to BMRCL. The Performance Security shall remain valid for the duration of Liability as described in the GCC clause 12 & respective Special Conditions of the Contract. BMRCL reserves the right to forfeit the Performance Security amount, in the event of termination of the Services and shall have the right to redeem the Bank Guarantee in accordance with clause 18(ii) & 18(iii) of GCC.

3.3 **Not used.**

4. Change in Constitution

The Contractor shall promptly notify BMRCL of any changes in the constitution of the Contractor. BMRCL reserves the right to terminate the Agreement upon death, retirement, insanity or insolvency of any person being the proprietor/partner in the Contractor, or on the addition or introduction of a new partner managing the Project for the Contractor without the prior approval in writing of BMRCL. But in absence of and until its termination by BMRCL as aforesaid, this Agreement shall be in full force and effect, notwithstanding any changes in the constitution of the firm by death, retirement, insanity or insolvency of any of its proprietors/partners or addition or introduction of any new partners. In case of death or retirement, the surviving or remaining partners of the firm shall be jointly and severally liable for the due and satisfactory performance of all terms and conditions of the Agreement, and likewise on the addition of a new partner, the latter will also become jointly and severally liable.

5. Information

BMRCL shall within a reasonable time give to Contractor, free of cost, all information which he is able to obtain and which may pertain to the Services.

6. Decisions

On all matters referred to it in writing by Contractor, BMRCL shall give a decision in writing within a reasonable time.

7. Assistance

BMRCL shall assist the Contractor in:

(i) Providing unobstructed access wherever it is required for providing the Services as per

the Scope of Work.

(ii) Providing access to other organisations/Institutions for collection of information.

8. Mobilisation of Personnel

The qualifications and experience of the key personnel who shall be mobilised by Contractor to work on the project shall have to be got approved from BMRCL.

9. Representatives

For the administration of the Agreement the Contractor shall designate the official or individual to be his representative and who shall be responsible to the Engineer/Employer for various deliverables as per the scope of Services.

10. Changes in Personnel

(a) No changes shall be made in the Key Personnel, without the prior approval of BMRCL. If, for any reason beyond the reasonable control of the Contractor, it becomes necessary to replace any of the Personnel, the Contractor shall forthwith, provide as a replacement, a person of equivalent or better qualifications with the approval of BMRCL. However, the total number of replacement shall be limited to three (3) only till Original completion period.

Any deviation, will attract a penalty of 0.5% of the Contract value per instance. If there is a time delay in completion of Activity beyond Original completion period, not attributable to the Consultant, replacement of key personnel shall not attract any penalty. If the delay is attributable to the Consultant, replacement of key personnel shall attract penalty as described above.

(b) If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Contractor shall, at the Employer's written request specifying the grounds therefore, forthwith, provide as a replacement a person with qualifications and experience acceptable to the Employer.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the Contractor shall bear all costs including remuneration, travel, accommodation, etc., arising out of or incidental to any removal and/or replacement.

11. Liability of Contractor to BMRCL

Contractor shall be liable to pay compensation to BMRCL arising out of or in connection with the Agreement if a breach of Contract is established against him. Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach. However the liability shall not exceed the Contract Price.

12. Duration of Liability

Contractor shall not be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on him before the expiry of the relevant period stated in Special Conditions of Contract, or such earlier date as may be prescribed by law.

13. Agreement Effective Date

This Contract shall come into force and effect on the date of receipt of LOA by the Successful

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Tenderer. This LOA shall constitute an Agreement between Employer and the Successful Tenderer till a formal Agreement has been signed.

14. Commencement and Completion

a) The Services shall be commenced and completed at the times or within the periods stated in Special Conditions of Contract subject to extensions in accordance with the Agreement/Force Majeure.

b) Extension of the Time for Completion

The Employer shall extend the Time for Completion of the Contract if a Variation is issued and which makes it impossible for Completion to be achieved by the Completion Date or in the cases of delay attributable to Employer. The Employer shall decide whether and by how much to extend the Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Variation and submitting full supporting information.

c) Completion Certificate:

On successful completion of all the services, receipt of deliverables, support during Construction stage etc., as per scope of work and after the Employer is satisfied with the completion of the services, the Completion Certificate signed by the Contractor and the representative of the Employer will be issued. The date on which such certificate is signed shall be deemed to be the date of successful Completion of entire Work.

15. Modifications

The Contract can be modified in writing on application by either party only by written Agreement of Contractor and BMRCL.

16. Delays and Liquidated Damages

16.1 Time is the essence of the Contract. It shall be the bounden duty of the Contractor to strictly adhere to the time for performance of various services indicated in the Contract. In case of any delay, the Contractor shall be liable to pay liquidated damages at the rate of 0.25% of the Total Contract price per week of delay subject to a maximum of ten percent (10%) of the Contract Price.

16.2 Liquidated damages shall be imposed as described in Appendix – E3, Volume-2.

17. Exceptional Circumstances

17.1 **Force Majeure**

If, at any time during the currency of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by reasons of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory rules, regulations, proclamation, orders for requisitions issued by a Government department or competent authority or acts of God (hereinafter referred to as "event") or any other cause whether of similar or dissimilar nature beyond the reasonable control of the party affected then, provided notice of the happening of such an event as given by either party to the other within 21 days of the occurrence thereof:-

a) Neither party shall, by reason of such event, be entitled to terminate the Contract or

have claim for damages against the other in respect of such non-performance or delay in performance.

b) The obligation under the Contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist.

c) If the performance in whole or part of any obligation under the Contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any, or 90 days, whichever is more, either party may at its option terminate the Contract.

d) In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the Engineer shall be final and binding.

e) If the Contract is terminated under this Clause, the Consultant shall be paid fully for the work done under the Contract up to date of termination of Contract.

f) If neither party issues notice regarding the event within 21 days of its occurrence, the said event shall be deemed not have occurred and the Contract will continue to have effect as such.

17.2 If circumstances arise for which the Contractor is not responsible and which make it impossible for him to perform in whole or in part the Services in accordance with the Contract including force majeure, he shall promptly notify to BMRCL. In these circumstances, including force majeure, if certain Services have to be suspended, the time for their completion shall be extended until circumstances no longer exist plus a reasonable period not exceeding 7 days for resumption of them.

18. Abandonment, Suspension or Termination by Notice of BMRCL

(i) BMRCL may suspend all or part of the Services or terminate the Agreement by notice of at least 30 days to Contractor who shall immediately make arrangements to stop the Services and minimise expenditure.

(ii) If BMRCL considers that the Contractor is not discharging its obligations, BMRCL can inform the Contractor by written notice sent as per GCC Clause 30 stating grounds thereof. If a satisfactory reply is not received within 7 days of receipt of the notice by Contractor, BMRCL can by further notice terminate the Agreement provided that such further notice is given within 30 days of the BMRCL's former notice.

(iii) If the Contractor is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a breach of the Agreement, then BMRCL may terminate the Services of the Contractor as per the procedure given in the Contract document.

BMRCL may complete the project by whatever method may be deemed expedient and the Contractor shall not be entitled to receive any additional payment. Also, Clause 11 of GCC shall be applied in cases of (ii) and (iii) above.

19. Rights and Liabilities of the Parties

Termination of the Agreement shall not prejudice or affect the accrued rights or claims and liabilities of either party.

20. Payment to the Consultant

BMRCL shall pay the Lump Sum Price which is inclusive of all applicable Taxes, duties, cess etc., excluding CGST & SGST (which shall cover the sum total of all costs incurred by the Contractor as set out in Special Conditions of Contract) to the Contractor towards the performance of services as described in **Appendix E2 & E3 of Volume-2**.

21. Time for Payment

Amounts due to the Contractor shall be paid promptly.

22. Currency of Payment

All payments shall be made in INR only

23. Disputed Invoices

If any item or part of an item in an invoice submitted by the Contractor is contested by BMRCL, then BMRCL shall give prompt notice with reasons and shall not delay payment on the balance of the invoice where there is no dispute.

24. Languages and Law

This Contract shall be executed in the English language, which shall be binding and controlling language for all matters relating to the meaning or interpretation of this Contract. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law in India. The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that every Personnel of Contractor comply with the Applicable Law.

25. Copyright

The copyright of all documents and drawings prepared by the Contractor in performance of the Services under the Agreement shall be vested in BMRCL, provided that the Contractor may retain copies of the documentation prepared by them and may use and adopt the contents of such documentation for his own use.

26. Titles to Documents

Titles to all technical data including, but not limited to specifications, drawings, bills of materials, flow diagrams, layout details and the contents thereof, furnished by the Employer or the Authorised Officer to the Contractor shall remain with the Employer or the Authorised Officer as the case may be. The Contractor shall not use or divulge the data to others except to the extent necessary in connection with the performance by the Contractor. The Contractor shall take all steps of use his best efforts to prevent any disclosure of such data to others by the Contractor's personnel and shall take all reasonable steps necessary to prevent such disclosures. Upon completion of the work or partial completion or partial termination, as the case may be, the Contractor shall return all specifications, drawings or technical data furnished.

In the event of any employee of the Contractor, during the performance of the work, makes any invention directly related to the project, such invention shall be promptly disclosed to the Employer.

27. Confidentiality

The Contractor shall during the tenure of the Contract and at any time thereafter maintain

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strict confidence for all information relating to the work and shall not, unless so authorized in writing by the BMRCL, divulge or grant access to any information about the work or its results and shall prevent anyone becoming acquainted with either through managers or its personnel. The Contractor shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Employer's business or operations without the prior written consent of the Employer. The Contractor shall also return all reports, notes and technical data relating to the operational matters to the BMRCL.

The Contractor shall keep secret and confidential and shall not disclose to any third party, not use any unauthorized manner any confidential information regarding the present processing technology and the business affairs of the BMRCL which the Contractor / Contractor may have acquired through the negotiations, discussions, examination of drawings, designs, process layout, use of infrastructures, etc., leading to the conclusions of this Contract. The parties further agree not use such information for any purpose whatsoever except in the manner expressly provided for in this Contract. The obligations hereunder shall survive any termination or cancellation of this Contract.

The documents, all original field records, reports, spread sheets or other materials developed by the Contractor under this Contract shall be delivered to BMRCL and shall become the property of BMRCL, to be used by BMRCL in any manner required for the implementation of the project.

However Contractor may retain and use copies of the Documents for the limited purposes for its reference and record in connection with the Project, and for statutory and regulatory requirements to which Contractor is subject, but Contractor shall not divulge the information collected, or conclusions drawn or recommendations made by it during the performance of the "Services" to any third party unless, and only to the extent, expressly authorised in writing by BMRCL to do so, for a period of 5 years from the completion of the Contractual obligations.

28. Patents

The Contractor shall at all times indemnify BMRCL against all claims which may be made in respect of the items for infringement of any right protected by patent, registration of design or trade mark.

29. Conflict of Interest

29.1 The remuneration of the Contractor shall constitute the Contractor's sole remuneration in connection with this Contract or the Services and, the Contractors shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Contractor shall use their best efforts to ensure that any Personnel either of them, similarly shall not receive any such additional remuneration

29.2 Neither the Contractor nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

(a) During the term of this Contract, any business or professional activities in India which would conflict with the activities assigned to them under this Contract.

(b) The Tenderer / Contractor shall not be one of the following:

(i) A firm which has been engaged by the Employer to provide consulting services for the

preparation related to procurement for or implementation of this project.

(ii) Any association/affiliation (inclusive of parent firms) of a firm or an organisation mentioned in para (i) above.

(iii) A Contractor who lends, or temporarily seconds its personnel to firms or organisations which were engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

29.3 Jurisdiction of Court: In case of any dispute or differences arising on account of this Contract and shall be filed in a competent court at Bangalore, Karnataka only and no other court or any other district of the country shall have any jurisdiction in the matter.

30. Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorised representative of the party to whom the communication is addressed, or when sent by registered mail, telex, cable or facsimile to such Party at the address given in the proposal document for issue of proposal document or address mentioned in the Contract Agreement.

31. Publication

Unless otherwise specified in Conditions of Contract, Contractor, either alone, or jointly with others, cannot publish material relating to the Services. Publication shall be subject to prior approval by BMRCL, if it is within two years of completion or termination of the Services.

32. Claims for Loss or Damage

Subject to Clause 11, any claim for loss or damage arising out of breach or termination of the Agreement shall be agreed between BMRCL and the Contractor, failing which the same shall be referred to Arbitration in accordance with Clause 34.

33. Taxes and Duties

The Contractor shall pay such Taxes, duties, fees and other impositions as may be levied under the Applicable Laws, the amount of which is included in the Contract Price.

34. Claims, Disputes, Conciliation and Arbitration

34.1 **Procedure for Claims**

If the Contractor intends to claim any additional payment under any clause of these Conditions or otherwise, the Contractor shall give notice to the Engineer as soon as possible and in any event within 30 days of the start of the event giving rise to the claim.

The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at any other location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer shall, on receipt of such notice, inspect such records and may instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all such records, and shall (if instructed) submit copies to the Engineer.

Within 30 days of such notice, or such other time as may be agreed by the Engineer, the Contractor shall send to the Engineer an account, giving detailed particulars of the amount

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and basis of the claim. Where the event giving rise to the claim has a continuing effect, such amount shall be considered as interim. The Contractor shall then, at such intervals as the Engineer may reasonably require, send further interim accounts giving the accumulated amount of the claim and any further particulars. Where interim accounts are sent to the Engineer, the Contractor shall send a final account within 30 days of the end of the effects resulting from the event.

If the Contractor fails to comply with this Sub-Clause, he shall not be entitled to claim any additional payment.

34.2 **Payment for Claims**

The Contractor shall be entitled to have included in any Interim Payment Certificate (IPC) such amount for any claim as the Engineer considers due, after taking approval from the Employer. If the particulars supplied are insufficient to substantiate the whole of the claim, the Contractor shall be entitled to payment for such part of the claim as has been substantiated.

34.3 **No legal action till Dispute Settlement Procedure is exhausted**

Any and all Disputes shall be settled in accordance with the provisions of Clause 34. No action at law concerning or arising out of any Dispute shall be commenced unless and until all applicable Dispute resolution procedures set out in clause 34 shall have been finally exhausted in relation to that Dispute or any Dispute out of which that Dispute shall have arisen with which it may be or may have been connected.

34.4 **Notice of Dispute**

For the purpose of Sub-Clause 34.5, a Dispute shall be deemed to arise when one party serves on the other party a notice in writing (hereinafter called a "Notice of Dispute") stating the nature of the Dispute provided that no such Notice shall be served later than 30 days after the date of issue of Completion Certificate by the Engineer.

34.5 **Two Stages for Dispute Resolution**

Disputes shall be settled through two stages:

a. Conciliation procedures as established by "The Arbitration and Conciliation Act-1996" (as amended from time to time) and in accordance with this Clause. In the event this procedure fails to resolve the Dispute then;

b. Arbitration procedures undertaken as provided by "The Arbitration and Conciliation Act - 1996" (as amended from time to time) and in accordance with this Clause.

34.6 **Conciliation**

Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation.

Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing to Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted, then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation, he may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly.

The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained by the Employer. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner.

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34.7 **Conciliation Procedure**

The Employer shall maintain a panel of Conciliators with requisite qualifications and professional experience who shall be from serving or retired Engineers of Government Departments, or of Public Sector Undertakings. Out of this panel, a list of three Conciliators shall be sent to the Contractor who shall choose one of them to act as Conciliator and conduct conciliation proceedings in accordance with "The Arbitration and Conciliation Act, 1996", of India. The party serving notice of dispute on the other party shall also serve such notice on the Conciliator chosen as per this Clause. The Employer at the time of offering the panel of Conciliators to be appointed as Conciliator shall also supply the information with regard to the qualifications of the said Conciliators nominated in the panel along with their professional experience, phone nos. and addresses to the Contractor.

In the event of the Contractor not choosing the Conciliator from the panel furnished by the Employer, within a period of 30 days, the Employer is at liberty to choose and nominate a Conciliator from the same panel and communicate to the Contractor which will be final and binding on the Contractor.

The Employer and the Contractor shall in good faith co-operate with the Conciliator and, in particular, shall endeavour to comply with requests by the Conciliator to submit written materials, provide evidence and attend meetings. Each party may, on his own initiative or at the invitation of the Conciliator, submit to the Conciliator suggestions for the settlement of the dispute.

When it appears to the Conciliator that there exist elements of a settlement which may be acceptable to the parties, he shall formulate the terms of a possible settlement and submit them to the parties for their observations. After receiving the observations of the parties, the Conciliator may reformulate the terms of a possible settlement in the light of such observations.

If the Parties reach an Agreement on a settlement of the dispute, they may draw up and sign a written settlement Agreement. If requested by the Parties, the Conciliator may draw up, or assist the Parties in drawing up, the settlement Agreement.

When the Parties sign the settlement Agreement, it shall be final and binding on the parties and persons claiming under them respectively.

The Conciliator shall authenticate the settlement Agreement and furnish a copy thereof to each of the Parties.

As far as possible, the conciliation proceedings should be completed within 60 days of the receipt of notice by the Conciliator.

The Parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.

34.8 **Termination of Conciliation Proceedings**

The conciliation proceedings shall be terminated:

a. by the signing of the settlement Agreement by the Parties on the date of Agreement; or

b. by written declaration of the Conciliator, after consultation with the Parties, to the effect further efforts at conciliation are no longer justified, on the date of declaration; or

c. by a written declaration of the Parties to the Conciliator to the effect that the conciliation

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proceedings are terminated, on the date of declaration; or

d. by a written declaration of a Party to the other Party and the Conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of declaration

Upon termination of the conciliation proceedings, the Conciliator shall fix the costs of the conciliation and give written notice thereof to the Parties. The costs shall be borne equally by the Parties unless settlement Agreement provides for a different apportionment. All other expenses incurred by a Party shall be borne by that Party.

34.9 **Arbitration**

If the efforts to resolve all or any of the disputes through conciliation fails, then such disputes or differences, whatsoever arising between the Parties, arising out of touching or relating to construction/ manufacture, measuring operation or effect of the Contract or the breach thereof shall be referred to Arbitration in accordance with the following provisions:

(a) Matters to be arbitrated upon shall be referred to a Sole Arbitrator where the individual claim does not exceed Rs. Five (5) million or the total value of claims does not exceed Rs. Fifteen (15) millions. Beyond the above limit(s), there shall be three Arbitrators. For this purpose, the Employer shall maintain a panel of Arbitrators with the requisite qualifications and professional experience relevant to the field to which the Claims relate. In case of a Sole Arbitrator, the Panel will be of three Arbitrators, out of which the Contractor will choose one. In case three Arbitrators are to be appointed, the Employer will make out a panel of five. The Contractor and the Employer will choose one Arbitrator each from the above and the two so chosen will choose the third Arbitrator from the above Panel only who will act as the 'Presiding arbitrator' of the Arbitration Panel.

If in a dispute, the Contractor fails to choose the Arbitrator within thirty (30) days after the Employer has nominated the Panel, a request may be made by the Employer to the High Court of Karnataka to take necessary measure for securing appointment of a Arbitrator as prescribed U/S 11 (6) of Arbitration and Conciliation Act, 1996.

If, in a dispute, the two chosen Arbitrators fail to appoint a third Arbitrator within thirty (30) days after they have been appointed, a request may be made by a party, either the Employer or the Contractor to the High Court of Karnataka to take necessary measure for securing appointment of the third arbitrator (Presiding Arbitrator) as prescribed U/S 11 (6) of the Arbitration and Conciliation Act, 1996.

Neither Party shall be limited in the proceedings before such Arbitrator(s) to the evidence or arguments put before the Engineer for the purpose of obtaining his decision. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the Arbitrator(s) on any matter, whatsoever, relevant to dispute or difference referred to Arbitrator(s). The arbitration proceedings shall be held in BANGALORE only. The language of proceedings, which of documents and communication shall be English.

(b) The Employer at the time of offering the panel of Arbitrators to be appointed as Arbitrator shall also supply the information with regard to the qualifications of the said Arbitrators nominated in the panel along with their professional experience, phone nos. and addresses to the Contractor.

(c) The award of the sole Arbitrator shall be binding on all parties.

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(d) In arbitral proceedings with more than one Arbitrator, any decision of the Arbitral tribunal shall be made by a majority of all the members and shall be binding on all parties.

34.10 **Reasoned Award**

The Arbitrator(s) shall always give item-wise and reasoned award(s) irrespective of the value of claim(s) in the dispute in all cases.

34.11 **Interest on Arbitration Award**

Where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period, till the date on which the award is made.

34.12 **Cost of Arbitration**

The cost of arbitration shall be borne by the respective Parties. The cost shall, inter alia, include the fees of the Arbitrator(s) as per rates fixed by the Employer from time to time.

34.13 **Suspension of Work on Account of Arbitration**

The reference to Conciliation / Arbitration shall proceed not withstanding that the Works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, Engineer and the Contractor shall not be altered by reasons of arbitration being conducted during the progress of the Works. Neither party shall be entitled to suspend the work or part of the work to which the dispute relates on account of arbitration and payments to the Contractor shall continue to be made in terms of the Contract.

34.14 **Jurisdiction of Courts**

Where recourse to a Court is to be made in respect of any matter, only the court at Bangalore shall have the exclusive jurisdiction to try all disputes between the parties and no other court or any other district of the Country Shall have any jurisdiction in the matter.

35. Clarification

(i) If the work to be done is not sufficiently detailed or explained in the Contract document, the Contractor shall apply to the authorities in writing for further written clarification and shall conform to the clarification provided. The Contractor shall promptly notify the authority of all errors, omissions, inconsistencies, or other defects (including inaccuracies and inconsistencies) which it discovers in the Contract Documents, and shall obtain from authorities specific instructions in writing regarding any such error, omission, or defect before proceeding with the design work affected thereby.

(ii) The Contractor / Consultant is fully responsible for all the designs of the work. The Contractor / Consultant is responsible for correcting any errors, omissions and defects in such design through the design and/or Service process, and shall not be entitled to an increase in the Lump Sum Fixed price or extension of the Contract time in connection with such correction.

36. Relations between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Employer and the Contractor. The Contractor, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the services performed by them or on their behalf hereunder.

37. Amendment to Agreement

Modification of the terms and conditions of this Contract, including any modification of the

scope of the Services, may only be made by written Agreement between the Parties.

38. Standard of Performance

The Contractor shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interest in any dealings with sub-consultants.

39. Indemnifications

The Contractor shall indemnify, protect and defend at the Contractor's own expense, the Employer and employees from and against any and all actions, claims, losses or damages arising out of any violation by the Contractor or in the course of the services of any legal provisions, or any rights or third parties, in respect of literary property rights, copyrights, or patents. Contractor Actions requiring Employers Prior Approval the Contractor shall obtain the Employer's prior approval in writing before taking any of the following actions:

(a) Appointing such members of the Personnel which are not listed in proposed key personnel.

(b) Documents Prepared by the Contractor to be the Property of Employer. All plans, drawings, specifications, designs, reports correspondence and other documents prepared by the Contractor in performing the Services shall become and remain the property of the Employer, and the Contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof. The Contractor shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer.

40. Variations

40.1 The Employer shall have power to order the Contractor/Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Add or omit any item of work defined in the Scope of Work.

(b) Execute additional items of design work of any kind necessary for the completion of the work.

40.2 The variation is allowed up to ±25% of Contract Price.

40.3 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the Contract.

40.4 If the Service or Works are not in accordance with the Contract, the rectification shall not constitute a Variation.

41. Payments for Variations

41.1 If the rates for additional, substituted or altered item of work cannot be determined / derived from quoted rate by the Contractor, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

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41.2 If the Contractor's quotation is determined unreasonable, then the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

41.3 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

42. Subcontractors

The Contractor shall not subcontract the scope in part or whole.

43. Corrupt and Fraudulent practice:

It is BMRCL's policy that the Contractors observe the highest standard of ethics during the execution of the Service. In pursuance of this policy, the BMRCL:

(i) Defines, for the purposes of this provision, the terms set forth below as follows:

(a) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in Contract execution; and

(b) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a Contract to the detriment of BMRCL, and includes collusive practices among Tenderers (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive BMRCL of the benefits of free and open competition.

(ii) will reject a proposal for award if it determines that the Contractor recommended for award has engaged in corrupt or fraudulent activities in competing for the Contract in question;

(iii) will declare a Tenderer ineligible, either indefinitely or for a stated period of time if it at any time determines that the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing; and

(iv) Will have the right to require that, BMRCL to inspect Contractors' accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by BMRCL.

44. Compliance with Statutes, Regulations and Laws;

The Contractor shall familiarise themselves and conform to the requirement in all aspects with:

(a) The provision of any laws/enactment in India as applicable from time to time

(b) The Contractor shall be bound to give all notices required by statute, regulations or bye-laws, as aforesaid and to pay all fees and bills payable in respect thereof.

(c) Ignorance of Rules, Regulations and Bye-laws shall not constitute a basis for any claim at any stage of work.

The Contractor shall indemnify the Employer against all penalties and liabilities of every kind of breach of any such enactment, laws, regulations, bye-laws or rules.

45. Insurance to be taken:

The Contractor shall take insurance policy extending insurance coverage for its men, if not covered by ESI, materials and equipment deployed under this Contract against the risks and shall produce a copy of such valid insurance policy to BMRCL for records.

46. Access to the Site

The Contractor shall allow the Employer and any person authorized by the Employer access to the Consultant Office, to any place where work in connection with the Contract is being carried out or is intended to be carried out.

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SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

SCC Clause	GCC Clause Reference	Clause description	Page no.
1	1 (xviii)	DEFINITION OF PROJECT	69
2	2(iii)	PRIORITY OF DOCUMENTS	69
3	3.2	PERFORMANCE GUARANTEE	69
4	12	DURATION OF LIABILITY	69
5	14	COMMENCEMENT AND COMPLETION	69
6	16	LIQUIDATED DAMAGES	69
7	20	PAYMENT TO THE CONTRACTOR	70
8	30	NOTICES	71
9	33	TAXES AND DUTIES	71
10	34	CLAIMS, DISPUTES, CONCILIATION AND ARBITRATION	71
11	New	APPROVALS	72
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BANGALORE METRO RAIL CORPORATION LIMITED

PROVIDING CONSULTANCY SERVICE FOR SIGNAGE IMPROVEMENTS AT NADAPRABHU KEMPEGOWDA METRO STATION

RFP No

VOLUME-1

QUALIFICATION CUM TECHNICAL PACKAGE

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

BANGALORE METRO RAIL CORPORATION LIMITED
III Floor, BMTC Complex, K.H. Road, Shanthinagar,
Bangalore – 560 027
KARNATAKA
INDIA

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SCC Clause No.	GCC Clause	Description of the Special Conditions of the Contract (SCC)
1	1 (xviii)	**Definition of Project** The present Contract No..... is for "Providing **Consultancy Service for Signage Improvements at Kempegowda Nadaprabhu Metro Station**"
2	2(iii)	**Priority of Documents** The documents forming the Contract are to be taken as mutually explanatory of one another. If there is an ambiguity or discrepancy in the document, the Engineer shall issue any necessary clarification or instruction to the Contractor, and the priority of the documents shall be as follows: a) The Contract Agreement. b) The Letter of Acceptance. c) The Tender Form (Pricing Document). d) Scope of Work. e) The Special Conditions of Contract including Schedules. f) The General Conditions of Contract. g) The Contractor's Proposal and h) Any other documents forming part of the Contract.
3	3.2	**Performance Guarantee** The performance Guarantee will be 5% of the Contract price in the respective Currency/ies in which the Contract price is Payable
4	12	**Duration of Liability** Duration of Liability shall be up to a period of two (02) years reckoned from the date of completion of Task-3 of Appendix-A Scope of Work i.e. after completion of D+4 months (Where D is Commencement date as mentioned in LOA) or extended timeline as issued by the employer as per the project requirement.
5	14	**Commencement and Completion** The date of commencement of the works shall be the date as specified in the 'Letter of Acceptance' (LOA).
		Completion Period: Unless terminated earlier pursuant to Clauses of General Conditions of Contract, this Contract shall expire when services have been completed in all respects and in various stages as stipulated under 'schedule of payments' (Appendix-E3, Volume-2) and confirmed by BMRCL by issuing satisfactory Completion Certificate for entire Consultancy work.
6	16	**Liquidated Damages** Liquidated damages shall be levied at the rate, for delay in completion of Scope of Services and delivery of documents, as indicated in Appendix E3-Schedule of

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SCC Clause No.	GCC Clause	Description of the Special Conditions of the Contract (SCC)
		Payments, Volume-2.
7	20	**Payment to the Contractor** The Lump Sum Price shall be fixed and shall cover the sum total of all costs incurred by the Contractor for performing the Services. This shall not only include salaries, overheads and non-salary expenses, an allowance for contingencies, fees and profits, and all other costs and expenses incurred in carrying out the requirements of the Services, and the Taxes, Duties, Cess (including labour cess), Fees, excluding CGST & SGST and other impositions under the Applicable Laws. This cost shall include all costs and any other professional fees or services incurred by the Contractor including site visits by Contractor during progress of work. The quoted price shall be inclusive of all applicable and payable taxes excluding CGST and SGST. BMRCL shall pay the applicable CGST and SGST as invoiced by the Contractor to BMRCL.
8	30	**Notices** Notices shall be delivered to: For Employer THE MANAGING DIRECTOR BANGALORE METRO RAIL CORPORATION. III Floor, BMTC Complex K H Road, Shanthinagar Bangalore – 560 027 INDIA Attention _____ Facsimile..... For the Tenderer/Contractor: _____ _____ Attention: _____ _____ Facsimile: _____ For the Contractor: ---------- (to be completed by Contractor)
9	33	**Taxes and Duties** **In addition to GCC clause 33, the following provisions shall be added:** The quoted price shall be inclusive of all applicable and payable taxes excluding CGST and SGST. BMRCL shall pay the applicable CGST and SGST as invoiced by the Contractor to BMRCL. **Income tax and any other statutory taxes to be deducted at source, if any, will be deducted by the Employer in accordance with the instructions**

SCC Clause No.	GCC Clause	Description of the Special Conditions of the Contract (SCC)
		issued by the Authorities on this behalf from time to time.
10	34	**Claims, Disputes, Conciliation and Arbitration** **Amicable Settlement:** The Employer and the Contractor shall make every effort to resolve amicably through negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
11	New	**Approvals:** The client BMRCL will apply and obtain the approval of all concerned local authorities. However, the Consultant shall coordinate, liaise and pursue with local authorities for quick approval and clearances as deemed necessary, depending on the conditions prevailing at the site. The consultant is required to visit the site during construction stage for providing revised design/drawings if needed depending on the site conditions and restraints and hence longer period is given. The required details as available with BMRCL will be made available. However, additional information/data/investigation if required the same will have to be carried out by the Consultant without any additional cost/fees to BMRCL. Data given in the document is indicative guidelines for Tender purpose. During design stage Consultant will have to follow the provisions stipulated in the standard codes.
12	New	**Change in Legislation:** In case of introduction of a New Indirect Tax Legislation or introduction of new Cess after the due date of Tender submission, the same shall prevail and the Contractor shall produce the relevant notification issued by the Authorities for reimbursement.
13	New	**Submission of documents and / or Reports** 1) All documents / reports shall be submitted in two (2) sets of hardcopy and via Email to concerned authority, Final documentation shall be sent in four (4) sets of hard copy and one (1) soft copy in CD to the concerned authority. 2) After receipt of the report from Contractor, contractor shall allow BMRCL for two further iteration of the reports submitted without any additional charges for quality and content of the report.

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BANGALORE METRO RAIL CORPORATION LIMITED

PROVIDING CONSULTANCY SERVICE FOR SIGNAGE IMPROVEMENTS AT NADAPRABHU KEMPEGOWDA METRO STATION

RFP No

VOLUME-1

QUALIFICATION CUM TECHNICAL PACKAGE

SECTION – VI

APPENDICES

BANGALORE METRO RAIL CORPORATION LIMITED
III Floor, BMTC Complex, K.H. Road, Shanthinagar,
Bangalore – 560 027
KARNATAKA
INDIA

B.M.R.C.L
O&M
Bengaluru-560 027

BANGALORE METRO RAIL CORPORATION LIMITED

PROVIDING CONSULTANCY SERVICE FOR SIGNAGE IMPROVEMENTS AT NADAPRABHU KEMPEGOWDA METRO STATION

RFP No

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QUALIFICATION CUM TECHNICAL PACKAGE

APPENDIX-A
SCOPE OF WORK

BANGALORE METRO RAIL CORPORATION LIMITED
III Floor, BMTC Complex, K.H. Road, Shanthinagar,
Bangalore – 560 027
KARNATAKA
INDIA

O&M
Bengaluru-560 038

BANGALORE METRO RAIL CORPORATION LIMITED

Providing Consultancy Service for Signage Improvements at Kempegowda Nadaprabhu Metro Station

Tender. No. .....

APPENDIX – A

SCOPE OF WORK

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11. TIMELINES OF THE PROJECT IS AS BELOW 78

B.M.R.C.L O&M Bengaluru-560 038

SCOPE OF WORK

1. INTRODUCTION

Purpose of this Document

This document describes the General Scope of Services to be provided by the Tenderer hereafter referred to as "Consultant"

1. Scope of work

The Services generally include, but are not limited to:

2.1 Task 1: Detailed study of existing signage's and suggesting improvements

a) Documentation of current station layout and signage placements with measurements
b) Comprehensive inventory of all existing signage's categorized by type and functions
c) Identification and analysis of key user scenarios and common signage related issues
d) Mapping of typical passenger movement patterns to identify decision points
e) Comparative analysis with best practices for metro signage's
f) Comprehensive report with findings, expert analysis and actionable recommendation

2.2 Task 2: Preparation of Drawings at Various levels

a) Design of Colours, typography, font Sizes and materials for all signage units
b) Design of station maps, metro network maps, platform line maps and emergency exit maps
c) Design of Size , position, lighting and types of signage boards including overhead floor-mounted and wall mounted boards
d) Specification of material, colour, intensity and position of lighting for signage's
e) Design of material, positions patterns and informational content for floor markings
f) Design of Stickers for functional and way finding purposes
g) On-site prototype testing for selected signage systems
h) Regular monitoring of installation progress and compliance with design standards
i) Final visual renders for BMRCL approval and reference

2.3 Task 3: Preparation of Tender Document , Bill of Quantities and Technical Specifications

a) Detailed Timelines, milestones and deliverables schedule for the project
b) Detailed specifications, material quality and Cost estimation
c) Preparation of 2D & 3D drawings for manufacturing and installation
d) Real –time adjustments to drawings based on site conditions and implementation challenges
e) Complete Bill of Quantities (BOQ) and Rate backup to be provided along with estimates

2. General Requirements

3.1 Available information

The Consultant shall obtain and study all the available information and drawings issued or made available to it in the scope of services, carry out all necessary analysis, and request any further information or data which is necessary for its design development from the Employer's Representative which will be provided if available. Any data, information, standards not

available with the Employer shall have to be collected by the Consultant at his own cost.

3.2 Additional information

Relevant Authority's Approvals, as applicable

a) If any new type equipment is proposed to be used, its safety worthiness will have to be evaluated and sanction of relevant statuary authority will have to be obtained. Detailed investigation will have to be done in this connection.

b) The Consultant shall prepare requisite design reports, calculations, drawings, etc. as are necessary to obtain the Authority's approval. The Consultant should be in a position to provide necessary support (have experts with adequate qualification, knowledge and experience) to assist BMRCL for effective interaction.

3. ORGANISATION OF THE CONSULTANT

4.1 General

The Consultant shall establish an efficient organization for carrying out all services according to programmed requirements. The organization shall provide effective management of the tasks of the contract including those that must be carried out concurrently by separate disciplines and teams. The organization shall also ensure that all information that becomes available during the design period is directed to the appropriate design teams and effective checking procedures are continuously maintained to ensure that required standards are met. The DDC will have to comply with the document control procedures laid by BMRCL and install any software as required by for document control by BMRCL. Further to have speedy and effective coordination, the Key Experts along with the Project Leader shall be available in Bangalore as and when the need arises, for interaction with BMRCL and other related agencies for interface.

4.2 Performance

Notwithstanding any review of its organization structure, staff or manning schedules, the Consultant shall remain wholly responsible for providing the services. If, in the opinion of the Employer's Representative, the progress or performance of the Consultant's work is seen to be at any time inadequate to meet those requirements, the Consultant shall take the necessary steps to improve them on being so notified. If within a reasonable period the Consultant has not improved its progress of performance, the BMRCL may by written notice require it to take additional measures, including changes in its organization, at no additional cost to BMRCL. Such notice shall be in no way deemed to constitute a waiver of BMRCL's rights to terminate the agreements by reason of the Consultant's breach of contract. Failure by the BMRCL to issue such a notice shall not relieve the Consultant of its obligation to achieve the required rate of progress and quality of work.

4. STANDARD OF SERVICES

5.1 General

a) The Consultant shall be responsible for correctness and technical merit of its design, calculations, drawings and all other documentation prepared by it in carrying out the services.

b) The Consultant shall ensure that qualified and experienced staffs are employed in sufficient number and those accurate, consistent, clear and easily read drawings and documents are produced in time.

c) The Consultant shall comply with the provisions and procedures covering standards and codes, for drawings and calculations outlined in section 5.2 below. The DDC shall also comply with the checking procedures in section 6 hereof.

5.2 Standard and Codes

The standards and codes referred to in the design criteria, drawing, and documents issued by the Employer's Representative to the Consultant shall be used in it's design and, where appropriate, shall be quoted on drawings and other documents by it. Normally the Consultant shall use the Standard given in it's design requirements in preference to other national standards except when higher standard or better quality is required. Should the Consultant propose to adapt other standards or codes for its designs, it shall submit to the Employer's Representative hard and soft copies thereof, together with a statement as to the cost implication of adoption and substantiation that substitution is necessary. The DDC shall also demonstrate that other standards are equivalent or superior to those they intend to replace and it shall obtain the written approval of the Employer's Representative prior to adoption.

5.3 Drawings prepared by DDC

All drawings shall be prepared in A-1, A-2 or A-3 size, colour and shall be produced by CAD graphic system compatible with the BMRCL system and as approved by the Employer's Representative. Drawings excluded from the DDC's scope of drawings include:

i. Shop drawings and working drawings

ii. Fabrication drawings;

iii. Details of Tender Documents & Bill of Quantities along with rate backup.

5.4 Documents

Documents shall be prepared by the Consultant in accordance with the requirements issued by the Employer's Representative. Documents produced by the Consultant shall be listed as part of the Progress Register.

5.5 Computer Programs

The Consultant shall submit details and verification of all computer programs and the design software's, it intends for use, to the Employer's Representative for acceptance prior to use in making calculations. These shall include the computer program and design software manuals, input and output printout of a typical example and previous records of its use by the Consultant. The Consultant may also be required to perform test calculations and simulated presentations using the program/design software so that the results may be compared with those obtained by other means.

5. CHECKING PROCEDURES

6.1 General

a. The Consultant shall establish a Quality Assurance Plan (QAP) and a system of internal checking and approval of all designs, including calculations, drawings and other documents prepared and issued by it, to the Employer's Representative for consent.

b. The purpose of the checking shall be to ensure accuracy and consistency, as well as compliance with current requirements, standards, codes and the requirements of this document. Certification of such a check has been carried out shall be issued to the Employer's Representative with each batch of documentation and the drawings submissions for acceptance at the preliminary, final and subsequent submissions.

c. Internal checks shall be carried out by personnel of Consultant who have experience and competence equal or superior to the originator, but who have not been involved in producing the original design.

6.2 Drawings and Documents

Each document and drawing, including any revisions thereto, shall be endorsed as checked and approved prior to issue to the Employer's Representative by being initialed and dated by both originator and checker. In addition to compliance with the requirements of the documentation each drawing, where appropriate, shall be checked to ensure compliance with the Consultant's certified design calculations.

6.3 Certification

Certificate signed by the Project Manager of the Consultant or his accredited representative stating that all drawings and documents have been checked and approved in accordancewith the Consultant's approved Q.A. Plan, shall accompany all documents and drawings issued by the Consultant to the Employer's Representative for acceptance.

6.4 Quality Assurance Plan

The Quality Assurance Plan (QAP) shall be submitted by the Consultant to the Employer's Representative for approval before any work is submitted by the Consultant for approval by the Employer's Representative.

The Consultant shall also identify the requirements of Quality Level List in the QAP for the contract.

6.5 Quality Audits/Monitoring

Quality Audits and monitoring of the Consultant's QAP will be conducted by Employer's Representative at intervals commensurate with the Consultant's activities.

6.6 Responsibility

The Consultant shall initiate, and actively pursue and involve itself in all investigations and enquiries, consultations, studies, collection and compliance with pertinent information and data, convening of and attendance at meetings, and in any other activities as are or may be necessary for producing the detailed design, drawings and documents to the specified requirements. The Consultant shall carry out the Services in accordance with its own methods, in compliance with the provisions of the Agreement. Any and all changes necessary to ensure that the Consultant's design, drawings and documents conform to the intent and purpose set out in the Agreement, shall be made at the Consultant's own expense. The Consultant represents that it is a professional and experienced consultant providing full consultancy services, and hereby agrees to bear full responsibility for the correctness and technical merit of the services performed. The Consultant shall remain responsible for the quality of the documents.

6. Progress Review Meeting

Consultant shall attend such meetings whenever required by Employer's Representatives.

7. Review Procedure

The Employer's Representative will complete the First Review of all details submitted within approximately 14 working days, and furnish the Consultant with his review comments either in

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writing or on marked up drawings. Within 7 days of receiving the comments the Consultant shall meet with the Employer's Representative to discuss the review comments such that further actions can be determined for the Consultant to proceed with its services in a timely and efficient manner. Within seven (7) days of this meeting the Consultant shall deliver to the Employer's Representative copies of the minutes of the meeting together with its responses to all comments.

8. Submission of Documents for concerned authority Review (As applicable)

The Consultant shall submit all the technical documents necessary for BMRCL to request approval from the concerned statuary authority for use of the BMRCL. Documents shall include:

- Appropriate design reports
- Drawings
- Tender Documents & Bill of Quantities

9. Delivery of Documents

After Completion of each task mentioned in the clause 2 above, the Consultant shall submit the study/design review/design reports to the Employer's Representative and packaged as directed by the Employer's Representative. DDC shall submit all the initial& intermediate submissions/deliverables/drawings from Task-1 to Task-3 in two (02) sets along with source files in electronic format. The final study/design review/design reports after approval of Employer's Representative from Task-1 to Task-03 in four (04) sets along with source files in electronic format.

10. Timelines of the project is as below

Sl No.	Particular	Timeline
1	BMRCL to make data available	D+1 months
2	Completion of Task – 1	D+2 months
3	Completion of Task – 2	D+3 months
4	Completion of Task – 3	D+4 months

*D Commencement date as mentioned in LOA

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BANGALORE METRO RAIL CORPORATION LIMITED

PROVIDING CONSULTANCY SERVICE FOR SIGNAGE IMPROVEMENTS AT NADAPRABHU KEMPEGOWDA METRO STATION

RFP No

VOLUME-1

QUALIFICATION CUM TECHNICAL PACKAGE

APPENDIX-B

TECHNICAL PACKAGE

BANGALORE METRO RAIL CORPORATION LIMITED
III Floor, BMTC Complex, K.H. Road, Shanthinagar,
Bangalore – 560 027
KARNATAKA
INDIA

B.M.R.C.L
C&M

BANGALORE METRO RAIL CORPORATION LIMITED

Providing Consultancy Service for Signage Improvements at Kempegowda Nadaprabhu Metro Station

TENDER NO.....

APPENDIX – B

STANDARD PROFORMA

Appendix B1	**FORM OF BANK GUARANTEE FOR TENDER GUARANTEE / TENDER SECURITY.**
Appendix B2	**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY.**
Appendix B3	**FORM OF CONTRACT AGREEMENT.**
Appendix B4	**FORM OF CONSULTANT'S WARRANTY.**

Note:

The Appendices as above may be modified as considered necessary at the time of finalisation of the Contract.

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APPENDIX B1

FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT / TENDER SECURITY

(To be stamped in accordance with Stamp Act, if any, applicable for the issuing bank)

To,
Bangalore Metro Rail Corporation Limited (BMRCL)
3rd Floor BMTC Complex,
K.H. Road, Shanthinagar
Bengaluru- 560027.
Karnataka, INDIA.

1. **WHEREAS** _____ *[Name and Address of the Tenderer]* (hereinafter referred to as the "Bidder" or "Tenderer") has undertaken for submission of Tender in pursuance of Tender Notification No. _____ for _____ *[Name of the Works]* (hereinafter referred to as the "Bid" or "Tender").

2. **AND WHEREAS** it has been stipulated in the Tender issued by Bangalore Metro Rail Corporation Limited (BMRCL) (hereinafter referred to as the "Employer" or "BMRCL") that the Tenderer shall furnish to Employer an unconditional and irrevocable Bank Guarantee from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule, for the sum specified herein below as Tender Security(EMD) for compliance of the obligations in accordance with the Tender conditions. In pursuance to this, M/s_____ has requested for issuance of the Bank Guarantee for the sum specified herein below as Tender security (EMD).

3. **AND WHEREAS** we _____ *[Name and full address of the Bank including Email address]* having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, do hereby agree to give the Employer such a Bank Guarantee drawn and payable at Bengaluru _____ branch on behalf of the tenderer.

4. **NOW therefore**, the Bank hereby affirm that it is the guarantor and responsible to 'Employer' and their successors, on behalf of the 'Tenderer' up to a total sum of INR/Foreign Currency/ies _____ *[the amount of Guarantee to be specified in figure and words in the respective currency/ies as specified in the Tender document]*. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the Employer upon the Employer's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.

5. This Bank Guarantee is encashable at our designated Branch as mentioned below:
Name of the Bank, Branch and contact details Address Telephone no: & Fax No: E-mail Address Branch Manager/s name & mobile No: Bank Zonal Office Address, Telephone No, Fax Number, E-mail Address: _____

OR

This e- Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL portal.

6. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee to the designated Bank of the Employer as given below:

Sl.No.	Particulars	Details
i	Name of Beneficiary	Bangalore Metro Rail Corporation Limited
ii	Name of Bank	Bank of India
iii	Branch	Cantonment Branch, Bengaluru.
iv	Address of Branch	49, Jyothi Mahal, St. Mark's Road, Bangalore - 560001
v	Account No.	840420110000739
vi	IFSC Code:	BKID0008404

7. This Bank Guarantee shall be encashed at the demand of the Employer on or before the due date.

8. The Employer shall have full rights to encash this bank guarantee at any time during the validity period and the 'Tenderer' shall have no right or claim whatsoever in the matter of encashment of the Bank guarantee amount by the 'Employer'. The Bank will be fully responsible in terms of the guarantee and obligation, to make immediate payment to 'Employer', without the consent of the Tenderer and without referring the matter to the 'Tenderer'.

9. The Bank will deliver the money required by the 'Employer' immediately on demand without delay without reference to the 'Tenderer' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Tenderer'.

10. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'Employer' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.

11. This Bank Guarantee will not be discharged due to the change in the constitution of the 'Tenderer' or change in the constitution of the bank.

12. This Deed of guarantee is signed and executed by Shri/Smt _____ and Shri/Smt _____ who is/are authorized by the Bank for issuing the guarantee on its behalf and their ID

B.M.R.C.L O&M 058 Bangalore

M80

No/s. and Email address/es being_____ & _____ and _____ & _____ respectively.

13. The Bank's liability under this Guarantee shall not exceed the amount of _____ *[Indian Rupees/Foreign Currency/ies to be specified in words and figures].*

14. This guarantee shall be valid till _____ *[Date to be mentioned].*

15. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

16. It is hereby agreed that the liability of the Bank under this guarantee shall cease on whichever of the following events first occurs.
    a) Payment by the Bank of the guaranteed sum in full to the 'Employer',
    or
    b) Receipt of written communication from the 'Employer' to the Bank along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee. In case of electronic Bank Guarantee (e-BG), release/discharge of e-BG by the Employer through NeSL Portal.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE: _____

NAME OF THE BANK: _____

ADDRESS: _____

Note:

1. *The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the 'Bank Guarantee".*
2. *The above format shall be used for e-Bank Guarantee also.*
3. *For e-BG, the Entity Number of BMRCL is 'AAACB4881D'.*
4. *Tender No. shall be the reference to be stated in the e-BG.*

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APPENDIX B2

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

To
Bangalore Metro Rail Corporation Limited (BMRCL)
3rd Floor, BMTC Complex,
K.H. Road, Shanthinagar
Bengaluru – 560027,
Karnataka, INDIA.

1. **WHEREAS** _____ *[Name and Address of the Contractor]* (hereinafter referred to as the "Contractor") has undertaken for due performance of the Contract, in pursuance of LoA/Contract No. _____ for _____ *[Description of the Contract work to be specified]* (hereinafter referred to as "the Contract"). The Contract was awarded by Bangalore Metro Rail Corporation Limited (hereinafter referred to as the "Employer" or "BMRCL"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, to the Contractor.

2. **AND WHEREAS** it has been stipulated in the Contract that the Contractor shall furnish to the Employer with an unconditional and irrevocable Bank Guarantee for *Performance Security*for the sum specified herein below as security for *compliance of the obligations and performance of the Contractor*. In pursuance to this M/s. _____ (the Contractor) has requested for issuance of the Bank Guarantee for the sum specified herein below.

3. **AND WHEREAS we** _____ *[Name and full address of the Bank including Email address]* having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, and the correspondent Bank hereby agrees to give the Employer on behalf of the Contractor such a Bank Guarantee drawn and payable at Bengaluru branch.

4. **NOW therefore**, the Bank hereby affirm, that it is the guarantor and is responsible to the Employer and their successors, on behalf of the Contractor 'up to a total sum of _____ *[the amount of Guarantee to be specified in figure and words in the respective currency/ies in which the contract price is payable]*. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the Employer upon the Employer's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.

5. This Bank Guarantee is encashable at the Issuing Bank's designated Branch in Bengaluru, Karnataka, India as mentioned below:

   Name of the Bank, Branch and contact details, Address, telephone no: & Fax No: E-mail Address Branch Manager/s name & Mobile No: Bank Zonal Office Address, Telephone No, Fax Number, E-mail Address: _____

OR

This e- Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL portal.

6. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee to the designated Bank of the Employer (Bangalore Metro Rail Corporation Limited) as given below:

Sl. No.	Particulars	Details
i	Name of Beneficiary	Bangalore Metro Rail Corporation Limited
ii	Name of Bank	Bank of India
iii	Branch	Cantonment Branch, Bengaluru.
iv	Address of Branch	49, Jyothi Mahal, St. Mark's Road, Bangalore – 560 001
v	Account No.	840420110000739
vi	IFSC Code:	BKID0008404

7. This Bank Guarantee shall be encashed at the demand of the Employer on or before the due date.

8. The Employer shall have rights to encash this Bank Guarantee at any time during the validity period and the 'Contractor' shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the 'Employer'. The Bank will have their responsibility in terms of the guarantee and obligation, to make immediate payment to the 'Employer', without the consent of the 'Contractor' and without referring the matter to the 'Contractor'.

9. The Bank shall be liable to pay the 'Employer', any amount up to and inclusive of the aforementioned full amount upon written order from the 'Employer' to indemnify the 'Employer' for any liability or damage resulting from any defects and/or shortcomings of the 'Contractor' and/or the debts the 'Contractor' may have incurred with the 'Employer' and/or any parties involved in the Works under the Contract mentioned above, whether these defects and/or shortcomings and/or debts are actual and/or estimated and/or expected. The Bank will deliver the money required by the 'Employer' immediately on demand without delay without reference to the 'Contractor' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Contractor'.

B.M.R.C.L O&M

10. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'Employer' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.

11. This Bank Guarantee will not be discharged due to the change in the constitution of the 'Contractor' or change in the constitution of the Bank.

12. This Deed of guarantee is signed and executed by Shri/Smt _____and Shri/Smt_____who is/are authorized by the Bank for issuing the guarantee on its behalf and their ID No/s. and Email address/es being _____ & _____ and _____ & _____ respectively.

13. The Bank's liability under this Guarantee shall not exceed the amount of_____ *[Indian Rupees/Foreign Currency/ies to be specified in words and figures].*

14. This Bank guarantee shall be valid till _____ *[Date to be mentioned].*

15. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

16. It is hereby agreed that the liability of the Bank under this guarantee shall cease on the happening of any of the following events:

    a) Payment by the Bank of the Guaranteed sum in full to the 'Employer',

    or

    b) Issue of written communication by the Employer, to the Bank, along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee. In case of electronic Bank Guarantee (e-BG), release/discharge of e-BG by the Employer through NeSL Portal.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE: _____

NAME OF THE BANK: _____

ADDRESS: _____

Notes:

1. *The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the 'Bank Guarantee".*
2. *The Bank Guarantee to be submitted shall be got issued from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule.*
3. *The above format shall be used for e-Bank Guarantee also.*
4. *For e-BG, the Entity Number of BMRCL is 'AAACB4881D'.*
5. *Tender No. shall be the reference to be stated in the e-BG.*

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APPENDIX – B3

FORM OF CONTRACT AGREEMENT

CONTRACT NO. SCMS-1

Providing Consultancy Service for Signage Improvements at Kempegowda Nadaprabhu Metro Station

This **Contract Agreement** (hereinafter referred to as the **"Contract"**) is made at Bangalore on the ..... day of ....., 20.... by and between:

BANGALORE METRO RAIL CORPORATION LIMITED, a Public Limited Company incorporated under Companies Act 1956 and a 50 : 50 Joint Venture of Government of India and Government of Karnataka for the purposed of execution of a Mass Rapid Transit System in the city of Bengaluru, represented herein by its General Manager Civil/ (O & M), authorized to sign and bind the Company, with its registered and corporate office located at III Floor, BMTC Complex, K.H. Road, Shanthinagar, Bengaluru 560 027, Karnataka State, India hereinafter referred to as the **"BMRCL"** or the **"EMPLOYER"**, as the case may be, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns, of the one part,

and

M/s. .....*(Name of the Consultant)*....., a .....(legal status).....Company incorporated under Companies Act 1956, having its office at .....(Consultant's office address) .....represented herein by Mr..... *[Name and designation of the representative) ....., authorized to sign and bind the Company under the Power of Attorney dated .....and the Board Resolution dated.....,who shall be responsible to the Employer under the* ***Contract No. .....****for " Providing* **Consultancy Service for Signage Improvements at Kempegowda Nadaprabhu Metro Station.** *", hereinafter referred to* as the **"CONSULTANT"** which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns, on the other part,

Hereinafter, BMRCL/Employer and Contractor are collectively referred to as "**Parties**" and individually as "**party**".

WHEREAS, the Employer invited Tenders for Contract No.....vide notification no.....dated.....and the Consultant has in response submitted a Tender for "Providing **Providing Consultancy Service for Signage Improvements at Kempegowda Nadaprabhu Metro Station."** (hereinafter referred to in this Agreement as "**the services"**) and agrees to undertake performance of the Works under the terms and conditions set forth in this Contract.

AND WHEREAS, the Consultant **emerged as the successful Tenderer and the Employer awarded the Contract to the** Consultant and the Consultant **agrees for "Providing** Consultancy Service for Signage Improvements at Kempegowda Nadaprabhu Metro Station.**" under the Terms and conditions specified in this Contract Agreement and the other Contract Documents, forming part thereof.**

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS

Clause 1 Words and Expressions:

In this Contract, all the words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract hereinafter referred to.

Clause 2 The Contract Documents:

2.1 The following shall be deemed to form and be read and construed as a part of the agreement:

(a) The Letter of Acceptance No. ..... dated .....

(b) The Tender

Volume – 1: Qualification cum Technical Package

- Section –I: (A) Notice Inviting Tender
  (B) Key Details
- Section –II: Instructions to Tenderers
- Section –III: Eligibility and Qualification Criteria (including Annexures)
- Section –IV: General Conditions of Contract (GCC)
- Section –V: Special Conditions of Contract (SCC)
- Section –VI: Appendices
  - Appendix A - Scope of Work
  - Appendix B1 - Form of Bank Guarantee for Tender Guarantee
  - Appendix B2 - Form of Bank Guarantee for Performance Security
  - Appendix B3 - Form of Contract Agreement
  - Appendix B4 - Form of Consultant's Warranty
  - Appendix C - Form of Tender (Qualification cum Technical package)
  - Appendix D – not used

Volume – 2: Financial Package

- Appendix – E: Financial Package
  - Appendix E1 - Form of Tender (Financial Package)
  - Appendix E2 – Contract Price
  - Appendix E3 – Schedule of Payment

(c) **Employer's Clarification on Pre-Bid Queries and Addenda, if any,** issued vide BMRCL letter No. ..... dated .....

(d) Consultant's proposal submitted vide letter dated .....

(e) Employer's queries on Consultant's Tender proposal and Consultant's clarifications as detailed in various correspondences

(f) Performance Security in the form of Bank Guarantee bearing No. ..... dated ..... amounting to INR ...../- issued by ..... and valid upto .....

(g) Any other documents forming part of the Contract.

2.2 All of the foregoing documents, together with this Contract Agreement, are referred to herein as the Contract. Also incorporated into the Contract, and made part hereof, are all codes, standard specifications, and similar requirements that are referred to therein. In the event of a conflict, inconsistency, ambiguity or discrepancy between the contents of the Contract, the order of precedence shall be according to the Special Conditions of Contract.

Clause 3 Integration:

The Employer and the Consultant agree that this Contract Agreement, together with other Contract Documents, expresses all of the agreements, understandings, promises and covenants of the parties, and that integrates, combines and supersedes all prior and contemporaneous negotiations, understandings and agreements, whether written or oral and that no modification or alteration of the Contract Documents shall be valid or binding on either

BMRCL O&M Bangalore 560 038

party, unless expressed in writing and executed with the same formality as this Contract Agreement, except as may otherwise be specifically provided in the Contract Documents.

Clause 4 Contract Price and Completion Time:

4.1 The Contract prices shall be inclusive of labour cess charges and duties under applicable law but exclusive of CGST and SGST.BMRCL shall pay the output CGST and SGST as invoiced by the contractor to BMRCL. Hence as per General Conditions of Contract and respective Special Conditions of Contract) and completion time for executing the works / Services under the Contract is as below:
The Contract Price is in;

(i) **INR ...../- (Indian Rupees ..... Only),**

subject to adjustment in accordance with provisions of GCC and SCC.

The Contract Price includes costs for Activity-I, Activity-II and Activity-III as defined in LOA..

4.2 The Consultant shall complete whole of the Services within ..... **(.....) weeks** from the commencement date stipulated in the Letter of Acceptance, issued by the Employer except the activities related with construction support and interface management, which will continue till the completion of the Services.

Clause 5 Obligations of the Consultant:

The mutual rights and Obligations of the Employer and the Contractor shall be as set forth in the Contract and in particular:-

a) The Consultant agrees, subject to the terms and conditions of the Contract, to perform efficiently and faithfully all of the Works of "Providing **Consultancy Service for Signage Improvements at Kempegowda Nadaprabhu Metro Station**" under the Contract Design and analysis of signage improvements *requisite for or* incidental to the successful completion of the Works and in carrying out all duties and obligations imposed by the Contract

b) The Contractor shall ensure full compliance with Tax laws of India with regard to this Contract and shall be solely responsible for the same. He shall submit copies of acknowledgements evidencing filing of returns and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc, of the Contractor in respect thereof, which may arise.

Clause 6 Obligations of the Employer:

The Employer agrees, subject to the terms and conditions of the Contract, to pay the Consultant the amount specified, and at the rates and terms and in the manner set forth in the Contract.

Clause 7 Governing Law:

This Contract Agreement shall be enforceable and construed/interpreted under the applicable laws of the Republic of India.

Clause 8 Language:

This Contract Agreement and other Contract Documents are made in English language.

Clause 9 Notices:

All Notices called by the terms of the Contract shall be in writing in English Language and shall be delivered by hand or by registered mail acknowledgement due. All notices shall be deemed to be duly made by the party to whom it is addressed at the following address or such other addresses in India as such party may subsequently notify to the other.

To Employer: The Managing Director
Bangalore Metro Rail Corporation Ltd.
III Floor, BMTC Complex
K.H. Road, Shanthinagar,
Bangalore – 560 027.
KARNATAKA, INDIA

To Consultant: .....
.....
.....

Clause 10 Jurisdiction of Court

The Courts at Bengaluru shall have exclusive jurisdiction in respect of all the disputes arising out of this Contract Agreement between the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names by the hands of their authorized representatives on the day and date first above written.

For **Bangalore Metro Rail Corporation Limited**	For ..... *[Note 6]*
(EMPLOYER)	**(CONSULTANT)**
	(a) (.....)
	.....
(.....)	
General Manager	(b) (.....)
	.....
Witness:	Witness:
( )	( )

Note: (for preparation of but not for inclusion in the engrossment of the Contract Agreement)

1 This Contract Agreement is tentative and may be modified as considered necessary at the time of finalization /signing of the Contract

APPENDIX B4

FORMAT FOR CONSULTANT'S WARRANTY

THIS WARRANTY is made the day of
By

(1) [ ] [whose registered office is at]/[of] [ ] ("Consultant"); and

To

The Bangalore Metro Rail Corporation Limited (together with its successors and assigns, "the Employer") of

III Floor, BMTC Complex,
K.H. Road, Shanthinagar,
Bangalore - 560 027,
Karnataka, India.

WHEREAS:

(a) By a Contract ..... dated [ ] ("the Contract") made between (1) Bangalore Metro Rail Corporation Limited ("the Employer") and (2) [ ] ("Consultant"), the Consultant has agreed to serve as Providing **Consultancy Service for Signage Improvements at Kempegowda Nadaprabhu Metro Station** and remedy any defects upon the terms and conditions contained in the Contract.

(b) The _____Name of the Consultant_____ hereinafter called "Consultant" has had an opportunity of reading and noting the provisions of the Contract.

(c) The Contract stipulates the Consultant executes a warranty agreement in favor of the Employer.

NOW IT IS HEREBY AGREED as follows:

1. In consideration of the Employer entering into the Contract Agreement, the Consultant warrants and undertakes to the Employer that he has exercised and will continue to exercise all the skill and care to be expected of a professionally qualified and competent consultant experienced in work of similar nature and scope as the Works in carrying out the Temporary and Permanent Works and in performing the other duties and functions ascribed to him in the Contract.

2. The Employer shall be entitled to assign the benefit of this Warranty at any time without the consent of the Consultant being required.

3. All documents arising out of or in connection with this Warranty shall be served:

   (1) Upon the Employer: Bangalore Metro Rail Corporation Ltd; at III floor, BMTC Complex, K.H.Road, Shanthinagar, Bangalore 560 027 Karnataka State, India. Marked for the attention of Managing Director.

   (2) Upon the Consultant at [ ].

4. The Employer and the Consultant may change their respective nominated addresses for service of documents to another address in India but only by prior written notice to each other. All demands and notices must be in writing.

5. This Warranty shall be governed by and construed according to the laws for the time being in force in India.

6. Except to the extent (if any) expressly permitted by the Consultancy Agreement, the Consultant shall not subcontract any of the Consultant's obligations under the Consultancy Agreement without the prior written consent of the Employer's Representative.

7. Without prejudice to its obligations under this Warranty, the Designer shall maintain with well established underwriters of repute and on terms and conditions reasonably acceptable to the Employer, Professional Indemnity Insurance in respect of the Designer and its sub-consultants in relation to his design of the Works for any one occurrence or series of occurrences arising out of any one event from the date of Letter of Acceptance until 2 years after the issue of Performance Certificate for the whole of works. The Designer shall immediately inform the Employer if for any reason Professional Indemnity Insurance is not maintained in accordance with this Warranty or becomes void or unenforceable. *[This clause shall be suitably modified in reference to GCC clause 3.3]*

8. Insofar as the patent, copyright or other intellectual property rights in any Design Data, plans, drawings, documents, materials, computer software, know-how and information relating to the Works shall be vested in the Consultant, the Consultant grants to the Employer, his successors and assigns a royalty-free, non-exclusive and irrevocable licence (carrying the right to grant sub-licences) to use and reproduce any of the works designs or inventions incorporated and referred to in such documents or materials and any such know-how and information for all purposes relating to the Consultancy Works. To the extent beneficial ownership of any such patent, copyright or other intellectual property right is vested in anyone other than the Consultant or the Contractor, the Consultant shall use his best endeavours to procure that the beneficial owner thereof shall grant a like licence to the Employer. Any such licence granted shall not be determined if the Consultant shall for any reason cease to be employed in connection with the Works.

9. (1) Any dispute or difference of any kind whatsoever between the Employer and the Consultant arising under out of or in connection with this Warranty shall be referred to arbitration in accordance with Clause 34 of GCC "Dispute" as defined in the Contract shall be deemed to include any such dispute or difference between the Employer and the Consultant.

(2) In the event that the Employer is of the opinion that the issues in such a dispute or difference will or may touch upon or concern a dispute or difference arising under out of or in connection with the Contract ("the Contract Dispute") then provided that an arbitrator has not already been appointed, the Employer may by notice in writing to the Consultant require and the Consultant shall be deemed to have consented to the referral of such dispute or difference to the arbitrator to whom the Contract Dispute has been or will be referred.

(3) Save as expressly otherwise provided, the arbitrator shall have full power to open up, review and revise any decision, opinion, instruction, notice, order, direction, withholding of approval or consent, statement of objection, determination, certificate, assessment or valuation by the Employer's Representative or the Contractor, relating to the dispute or difference.

IN WITNESS whereof this Warranty has been executed as a deed on the date first before written.

THE COMMON SEAL of)
[Consultant])
Was affixed hereto in)
The presence of: -)

BANGALORE METRO RAIL CORPORATION LIMITED

PROVIDING CONSULTANCY SERVICE FOR SIGNAGE IMPROVEMENTS AT NADAPRABHU KEMPEGOWDA METRO STATION

RFP No

VOLUME-1

QUALIFICATION CUM TECHNICAL PACKAGE

APPENDIX-C

FORM OF TENDER
(QUALIFICATION CUM TECHNICAL PACKAGE)

BANGALORE METRO RAIL CORPORATION LIMITED
III Floor, BMTC Complex, K.H. Road, Shanthinagar,
Bangalore – 560 027
KARNATAKA
INDIA

B.M.R.C.L
O&M
Bangaluru-560 038

APPENDIX C

FORM OF TENDER (QUALIFICATION CUM TECHNICAL PACKAGE)

To:

Bangalore Metro Rail Corporation Ltd,
III floor, BMTC Complex,
K.H. Road, Shantinagar,
Bangalore – 560 027
INDIA

Sub: "Providing Consultancy Service for Signage Improvements at Kempegowda Nadaprabhu Metro Station"

TENDER NO. .....

GENTLEMEN;

1. Having examined and understood the Instructions to Tenderer, General Conditions of the Contract, Special Conditions of Contract, Technical Specifications and any other documents forming part of the Tender document issued under Tender notification no ..... dated ..... including any addendum /amendments, the receipt of which is hereby duly acknowledged, I/We the undersigned, hereby submit the fully completed Tender documents online through Karnataka Public Procurement Portal, which includes the following for the said work;
   a) Tender Security / Earnest Money Deposit
   b) Qualification cum Technical Package
   c) Financial Package.
2. We undertake (jointly and severally)* to complete and deliver the whole of the Works and achieve all stages, within the time stated in Appendix – E3, Volume-2.
3. We undertake (jointly and severally)* :
   (a) to keep this Tender open for acceptance without unilaterally varying or amending its terms for the period stated in 'Notice Inviting Tender' hereto *; and
   (b) if this Tender is accepted, to provide Guarantees & Warranties for the due performance of the Contract as stipulated in the General Conditions of Contract, Special Conditions of Contract and Appendices hereto; and
   (c) to hold in confidence all documents and information whether Technical or Commercial supplied to us at any time by or on behalf of the BMRCL in connection with this Tender or with the above-mentioned Works and, without your written authority or as otherwise required by law, not to publish or otherwise disclose the same.
4. We submit with this Tender a duly executed Tender Guarantee in respect of our obligations under this Tender.
5. Unless and until a formal Agreement is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding Contract between us
6. We understand that you are not bound to accept the lowest or any Tender you may receive.
7. We declare that the submission of this Tender confirms that no agent, middleman or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award and performance of this Contract. We further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been, or will be, paid and that the Tender price does not include any such amount. We

acknowledge the right of the Employer, if he finds to the contrary, to declare our Tender to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

8. This Tender shall be governed by and construed in all respects according to the laws for the time being in force in India. The Courts at Bangalore will have exclusive jurisdiction in the matter.

9. If our Tender is accepted, we will submit the Performance Security for a sum equivalent to Five (05) percent of the Contract Price and Consultant's Warranty for the due performance of the Contract, in the form as prescribed in the Clause 12 of ITT.

10. We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We are, Gentlemen,

Yours faithfully,

Signature:

Witness:

Signature: .....

Date .....

Name .....

Address .....

Date .....

Name .....

For and on behalf of .....

Address .....

Signature:

Witness:

Signature: .....

Date .....

Name .....

Address .....

Date .....

Name .....

For and on behalf of .....

Address .....

Note:

1. *To be printed on Tenderer's Letter Head.*

BANGALORE METRO RAIL CORPORATION LIMITED

PROVIDING CONSULTANCY SERVICE FOR SIGNAGE IMPROVEMENTS AT NADAPRABHU KEMPEGOWDA METRO STATION

RFP No

VOLUME-1

QUALIFICATION CUM TECHNICAL PACKAGE

APPENDIX-D

NOT USED

BANGALORE METRO RAIL CORPORATION LIMITED
III Floor, BMTC Complex, K.H. Road, Shanthinagar,
Bangalore – 560 027
KARNATAKA
INDIA

O&M
Bengaluru-560 038

APPENDIX D

NOT USED

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